74165 ovise

TRUST DEED Vol M81 Page

THIS TRUST DEED, made this .28th day of April 19.87. hetween Robert R. Reinke and Cheryl A. Reinke, husband and wife

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary;

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in .Klamath.. County, Oregon, described as: SCR BEER FOR

Lot 43, LAMRON HOMES, in the County of Klamath, State of Oregon.

ويؤافرني الكعري

13

HAV 87

010

9

🛥 51 br 802 2310

nin e Posta posta di terreta E

Grantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable. which said described real property is not currently used for agricultural, timber or grazing purposes,

together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in appliances now or hereafter installed in or used in connection

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others faving an interest in the above described property, as may be evidenced by a bote-or notes. If this indoitedness secured by this trust deed is evidenced by more than one note, the beneficiary may credit payments received by it upon any of said botes or part of any payment on one note and part on another, as the beneficiary may elect.

Manuti Falla, Otrana 9750E

energia de la construcción in an ea a'

The grantor hereby covenants to and with the trustee and the beneficiary is that the said premises and property conveyed by this trust deed are and clear of all encumbrances and that the grantor will and his heirs, withors and administrations shall warrant and defend his said title thereto inst the claims of all persons whomsoever.

executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever. The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre-edence over this trust deed; to complete all buildings in course of construction or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and relation and property which may be allow beneficiary to inspect said property at all indicating construction; to replace any work or materials unsails factory at all indicating on the said premises; to keep all buildings and improvements mow or hereafter exceeding of days after written notice from beneficiary of such fact; not to remove or destroy any buildings in dimprovements now or hereafter constructed on said premises; to keep all buildings, property and improvements say fire or such other hazards as the beneficiary may from time to time require, in a sum not less than the original principal sum of the note or obligation secured by this trust deed, in a company of companies acorder of and with approved loss physice interview of and with a poly of the beneficiary may in the or and with approved loss physice in not be structure of and with approved loss physice in a time and with approved loss physice in a time of the note of obligation secured by this trust deed, in a some of any such poly of insurance. If the approved loss physice is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the beneficiary may in its own abarded policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance is not so tendered, the

In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the grantor agrees to pay to the benelidary, together with and in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby, an amount equal to one-twelfth (1/3th) of the insurance premiums ing weiver months, and also one-thirty-sixth (1/3th) of the insurance premiums payable with respect to said property within each succeed-ing weiver months, and also one-thirty-sixth (1/3th) of the insurance premiums payable with respect to said property within each succeed-ing tweiver months, and also one-thirty-sixth (1/3th) of the insurance premiums payable with respect to said property within each succeed-ing tweiver months, and also one-thirty-sixth (1/3th) of the insurance premiums payable with respect to said property within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the loan until required for the several purposes thereof and shall thereupon be charged to the principal of the loan; or, at the option of the beneficiary, the sums so paid shall be held by the beneficiary in trust as a reserve account, without interest, to pay said payable.

and payable. While the grantor is to pay any and all taxes, assessments and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premlums on all insurance policies upon said property, such payments are to be made through the bene-licitary, as aforesaid. The grantor hereby authorities the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their representatives, and to charge said sums to the principal of the ioan or to withdraw the sums which may be required from intereserve accound, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary reponsible for failure to have any indu-insurance policy, and the beneficiary breby is authorized, in the event of any such insurance to the and the obligations secured by this trust deed. In formy such insurance to the indebtedness for payment and autifaction in full or upon said or other acquisition of the principal science and the spin full or upon said or other acquisition of the principal of any the insurance and the principal of the science and the spin such insurance indepties and settle with any insurance the saturates and to apply any such insurance inclusion of the obligations secured by this trust deed. In full or upon said or other acquisition of the principal or the science and the spin term of the secure of the secure account of the science and the spin term of the saturance in the secure of the property by the beneficiary after the secure of the secure account of the science acco

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the eneficiary may at its option carry out the same, and all its expenditures there-or shall draw interest at the rate specified in the note, shall be repayable by he grantor on demand and shall be secured by the lien of this trust deed. In his connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said properly as in its soile discretion it may deem necessary or advisable.

property as in its sole discretion it may deem necessary or advisable. The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, finduding the cost of title search, as well as the other costs and expenses of the truster incurred in connection with or in enforcing this obligation, and trusters and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by bene-ficiary to foreclose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated or required to furnish any further statements of account.

It is mutually agreed that:

It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any se-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money's payable as compensation for such taking, which are in access of the amount re-quired to pay all reasonable costs, expenses and attorney's feet necessarily paid or incurred by the grantor in such proceedings, shall be poid to the beneficiary feets necessarily paid or incurred by the beneficiary in such proceedings, and the shalnce applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptiy upon the beneficiary request. 2. At any time and from time to time upon written remeet of the beneficiary and the grant of the to the

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and ntation of this deed and the note for endorsement (in case of full reconvergence, for cancellation), without affecting the liability of any person for the payment of the indebtedness. the trustee may (a) consent to the mak ing of any map or plat of said property: (b) join in granting any easement or creating and restriction thereon. (c) join in any subordination or other agreement affecting this deed or the lien or change hereof; do reconvey without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled therefor" and the recetals therein of any matters or facts shall be conclusions. of of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less that

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profile of the pro-perty affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to col-lect all such rents, issues, royalites and profiles earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beas-ficiary may at any time without notice, either in person, by agent or by a re-ceiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession said property, or any part thereof, in its own name sus for or otherwise collect the rents, issues and profiles, including those past due and ungaid, and apply the same, less costs and expenses of operation and collections, including reason-able attorney's feez, upon any indebtedness secured hereby, was in which order as the beneficiary may determine.

าวี่ประกอบของสมุระระสม ระวร อาปรู ค่ารวงรูจานที่ เป็น ภาพกา tar the summer of the sup breaks for pass The entering upon and taking possession of said property, the collection is ready issues and profile or the proceeds of fire and other insurance po-monomoustion or awards for any taking or damage of the property, and phication or release thereof, as a shoresaid, shall not care or waive any de-monoto of default hereunder or invalidate any set done pursuant to

5. The grantor shall notify beneficiary in writing of any sale or con-ract for sale of the above described property and furnish beneficiary on a xm supplied it with such personal information concerning the purchaser as yould ordinarily be required of a new loan applicant and shall pay beneficiary service charge.

a pervoe charge.
6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any indebtedness secured hereby inmediately due and payable by delivery to the function of written notice of default and election to sell the trut property, which of of default and secured hereby in the beneficiary shall deposit with the trutter of written notice of default the beneficiary shall deposit with the trutter of the secured hereby proved the beneficiary shall deposit with the trutter secured hereby, whereupon the trutteres and documents evidencing expenditures secured hereby, there upon the trutteres shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the prantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby including costs and expenses actually incurred in enforcing the terms of the obligations and trustee's and attorney's fees not exceeding the amount provided by law) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be reduired by law following the reordation of said notice of default and giving of said notice of sale, the transfer shall sell cald property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may default, either as a whole or the highest bidder for cash, in lawful money of the tarmine; at public antice of the default and uncertaint and bidder of the said of the

nouncement at the kine fixed by the preceding postposement. The deliver to the purchase his dised in form as required by law, conve perty so solo, between thoots any correnant or warranty, express or recitals in deed of any matters or facts shall be consistent truthblanes thereof. Any person, excluding the trustee but including and the buerificary, may purchase at the sale.

s con press from the antitude

W1+4

0.53

and the beneficiary, may purchase as the same. 9. When the Trustee sells pursuant to the powers provided herein. 10. The proceeds of the trustee's sale as follows: (1) trustees shall apply the sale including the compensation of the trustee, and the expenses of the sale including the compensation of the trustee, and reasonable charge by the attorney. (2) To the obligation secured by trust deed. (3) To all persons having recorded liens subsequent to interests of the trustee in the trust deed as their interests appear in order of their priority. (4) The surplus, if any, to the grantor of the t deed or to his successor in interest entitled to such surplus. the To the the

deed or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trastee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without con-veyance to the successor trustee, the latter shall be readed with all till, powers and duits conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and achnow-ledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legates devises, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the nois secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the contert, so requires, the man-euline gender includes the feminine and/or neuter, and the singular number he-cludes the plural.

F

......

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

	Kor	Len Mein G (SEAL)
	Roher	R. Reinke
		June a funda
STATE OF OREGON	Chery	1 A. Reinke
County of Klamath	of April	
THIS IS TO CERTIFY that on this 28th day	of All Land the addition not	
Notary Public in and for said county and state, pers	-1 A Roinke	
Notary Public in and for shid county and Cher	y A. RETINK	the foregoing instrument and acknowledged to me that expressed.
to me generally known to be the identical individuals.	- named in and with extended	expressed.
to the demodify bodyn to be the identical ministration	the uses and purpose acterial	each the day and your last above written.
LERCY investig the same freely and voluntarily for A THINGNY REFERENCE, I have hereunto set my	hand and attires my notation	
	Sel Sel	we (handler
	Notary Public	for Oregon
C AN	My commission	expires: 7-6-90
EGON		
	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	
	والعائمة فبالمير التراوي والعال	STATE OF OREGON
Locm No. <u>39-01303</u>		County of Klamath
TRUST DEED	andra. An an Anna an	in a state of the second s
IKUSI DEED		I certify that the within instrument
	and an end of the state	was received for record on the 4th
- Part the second se	ent el marteratoria (1963)	day of <u>May</u> , 19 37. at 4:19 o'clock P M., and recorded
Robert R. Reinke	THE THE CONT USE THIS THE	at 4:19 o'clock P M., and recorded
	SPACE: RESERVED	in book <u>M87</u> on page 7570
Cheryl A. Reinke	LABEL IN COUN-	Record of Mortgages of said County.
то	TIES WHERE	title and med real of County
KLAMATH FIRST FEDERAL SAVINGS	022017	Witness my hand and seal of County affixed.
AND LOAN ASSOCIATION		
Beneliciary		Evelyn Biehn, County Clerk
After Recording Return To:		County Clerk
KIAMATH FIRST FEDERAL SAVINGS	Fee: \$9.00	. tom Amito
AND LOAN ASSOCIATION		By Deputy
P. O. Box 5270		
Klamath Falls, Oregon 9760	٨ <u>١</u>	

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed or have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or bare been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed (which are delivered to you berewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same TO: William Sisemore,

Klamath First Federal Savings & Loan Association, Beneficiary ALTER AN ARTS AND AND TO SEE TO SEE

74165

DATED

•-

÷ ...

,596²³

上日白日上 竹田戸戸