

69037240

This deed is made in conformity with
 Code of that state and under the
 authority of the provisions of the
 Oregon Trust Act.

431-2079393-713

75469

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of June, 1942

between Stephen T. Runk and Beverly D. Runk, husband and wife

whose address is 3910 Gregory Drive Klamath Falls State of Oregon,
 (City and County)
Mountain Title Company as Trustee, and

Jackson County Federal Savings and Loan Association as Beneficiary

WITNESSETH That Grantor lawfully GRANTS, SURRENDERS, SELLS and CONVEYS to TRUSTEE in TRUST, WITH

POWER OF SALE, THE PROPERTY IN Klamath County, State of Oregon, bounded as

to Lot 44 in Block 1 of Tract No. 1078, SECOND ADDITION TO KENNES
 GRACIOS, according to the official plat thereof on file in the office
 of the County Clerk of Klamath County, Oregon.

said and described property is not currently used for agricultural, timber or grazing purposes.

Together with all the fixtures, improvements, and appurtenances now or hereafter belonging to or appurtenant thereto, together with the right, power, and authority hereunto given in and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee

FOR THE PURPOSE OF SECURING PERFORMANCE of such agreement of Grantor herein contained and payment of the sum of \$144,200.00

with interest thereon according to the terms of a promissory note dated June 2nd 1942 payable to Beneficiary or order and made by Grantor, the first payment of principal and interest thereon of any amount shall be due and payable on the first day of July 1942

1. Beneficiary is required to pay the debt, or share in it, or any installment due thereon

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until and until a full paid, the following sums:

(a) A sum, as determined by the Beneficiary, equal to the ground rent, if any, and the taxes and special assessments and fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in advance and in a certificate or certificate satisfactory to Beneficiary. Grantor agrees to follow promptly to Beneficiary all bills and notices thereon, and all other amounts due, therefore, and by the number of months in advance before 1 month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent, such notice to be held by the Beneficiary as that to pay and ground rent, premiums, taxes and special assessments, before the same become delinquent; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

- (i) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of the said note.

Any delinquency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute and count as default under the Deed of Trust.

1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".

[illegible]

SECRET

4. I do not promise to do good under any conditions as they have not asked me to promise to do good under any conditions.

2. In discharge of its primary and in good and essential nature, any building or improvement shall not be removed, damaged or destroyed thereon, and no other use or other structure thereon, and, if the land acquired hereon is not otherwise being obtained for the purpose of obtaining construction of improvements on said property, during the term of said agreement, a suitable leasehold interest.

[illegible]

work to maintain sanctuaries as sanctuaries, within fifteen miles of the border, from which neither man nor animal may be given to the Customs for transport and sale.

with the work that are done on the completion of each manuscript. The work is done in the following manner:

The Bureau upon completion of its investigation of the above information, has determined that the information is reliable and that the information is of sufficient value to warrant the issuance of a warrant for the arrest of the subject.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that have been identified in the plan and putting them into practice. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any areas for improvement.

[illegible]

It is the responsibility of the beneficiary to provide the necessary information to the Social Security Administration to determine the amount of the benefit. The beneficiary must provide the necessary information to the Social Security Administration to determine the amount of the benefit. The beneficiary must provide the necessary information to the Social Security Administration to determine the amount of the benefit.

Q1: Do you agree or not (check any other) in determining suspicious in which the quantity listed in the table or present in inventory or transfer, and should determine or transfer should be also appear in or around and also a note in determining the type of activity and expression, including one of evidence of title and duration of time in a suspicious case, should be

and he got at least 80 days before September 9 at approximately 10:00 AM. He was taken to the hospital and died there.

10. To pay membership and initiation fees and dues required by the Department of Justice, with interest from time to time, as the same may be provided on the general debt, and the payment thereof shall be a charge on the

Neither the insurance for beneficiaries under the provisions of the National Housing Act and amendments thereto nor the insurance for beneficiaries under the provisions of the National Housing Act and amendments thereto shall be paid until the date of the death of the insured.

10. The Board of Directors has the honor to inform you that the Board has received the report of the Board of Directors of the American Telephone and Telegraph Company, which report is herewith being forwarded to you for your information. The Board of Directors of the American Telephone and Telegraph Company has recommended that the Board of Directors of the American Telephone and Telegraph Company should be authorized to purchase up to \$1,000,000 of the common stock of the American Telephone and Telegraph Company, and the Board of Directors of the American Telephone and Telegraph Company has recommended that the Board of Directors of the American Telephone and Telegraph Company should be authorized to purchase up to \$1,000,000 of the common stock of the American Telephone and Telegraph Company.

It is not clear if such attempts will be made to either stop these attempts or prevent them from being successful. The Commission has been asked to consider the possibility of such attempts and to make recommendations to the Commission on the basis of the results of the Commission's investigation.

25. Should the impact of the test be considered in the selection of the test?

any such payment shall be made or charged to account of any public corporation or Government of India, or any other authority, or in any other manner. Furthermore, it shall be provided in its agreement to the Government of India, or any other authority, or in any other manner, and shall be entitled to its share in the proceeds of any such payment, and shall be entitled to its share in the proceeds of any such payment, and shall be entitled to its share in the proceeds of any such payment.

... Damage, health of others and property, including the presence of any problem of the and other persons affecting and damage or injury to, or upon the same by any instrumentality or vehicle.

Dr. By accepting payment of any sum amount herein after in his said Beneficiary's own or estate's right and interest, he shall be deemed to have accepted the same in full satisfaction of the said debt and shall be deemed to have released the said Beneficiary from the said debt and shall be deemed to have released the said Beneficiary from the said debt and shall be deemed to have released the said Beneficiary from the said debt.

[illegible]

1. The Grantor is any individual who may be identified as the "grantor" or "transferor" under the provisions of Section 675(4) of the Internal Revenue Code, or any estate of such individual.

24. As additional security, Plaintiff deems appropriate, necessary and proper that the Defendant, during the continuance of these suits, at all times, execute, maintain and keep in full force and effect, a deed of assignment and conveyance of any and all property owned by him, and of any personal property located therein, to the Plaintiff, and

24. These are default. Borrowers may at any time without notice, either in person, by mail, or by electronic means, terminate the loan agreement without penalty or cost to the lender.

[illegible]

10. The value of each note, sales and profits, and the appreciation thereof as determined by the surviving spouse and selling government or used for the benefit of the estate of the deceased spouse shall be deemed to be the value of the estate of the deceased spouse for the purpose of the estate tax.

and the Board and shall not be eligible for reappointment under the National Housing Act within three months from the date of expiration of any office at the Department of Housing and Urban Development or national board of the

[illegible]

~~... Secretary may, before all cases are finally decided, require the parties to be in full, proper and effect for any purpose~~
~~... and payable by delivery to Director of writing~~

Declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice trustee shall cause to be duly filed for record. Beneficiary shall also demand with trustee the deed, the note and all documents evidencing indebtedness secured hereon. This agreement shall be recorded in the Recorder's office for the county in which the property is located, and the beneficiary's failure to cause the foregoing documents to be so recorded shall constitute a breach of the contract.

21. After the lapse of sixty days or more there be required to be followed by the following the redemption of said notice of default and notice of sale having been given as there required by law. Trustee, without demand on beneficiary, shall sell said property at the time and place fixed by it at said notice of sale, either as a whole or in separate parcels, and in such order as it may determine. Said notice of sale, containing right of redemption for three months after the date of sale, shall be filed in the Recorder's office for the county in which the property is located, and shall be made, at all or any portions of said property to public advertisement at each time and place of sale, and from time to time thereafter until purchase of the said property is made, but without any contract or warranty, express or implied. Trustee shall follow in the purchase of the said property the same rules and regulations as in the purchase of real estate, including the right of redemption, and shall be bound to pay the purchase price of the said property to the person or persons entitled to the same, with interest thereon at the rate provided in the principal debt, at other sums then required by law, and the cost of advertising and other expenses of trustee and of the trust, including cost of title evidence and reasonable attorney's fees, in connection with same. Trustee shall apply for payment of sale to the payment of all sums expended under the terms hereof, and then report, with account of interest at the rate provided in the principal debt, all other sums then required by law, and the amount of said sale, from time to time, as provided by statute, against another trustee in place and official of trustee herein named, and through the trustee herein named shall be discharged and trustee as aforesaid shall be substituted as trustee hereunder with the same effect as if originally named trustee herein.

22. The deed shall run to and hold the same, together, separately, undividedly, jointly, and in severalty, and subject of the parties herein. All obligations of trustee hereunder are joint and several. The term "beneficiary" shall mean the owner and holder, including purchaser, of the said interest hereby whether or not named as beneficiary herein.

23. Trustee accepts this deed when this deed, duly executed and acknowledged, of a made public record is provided by law. Trustee is not obligated to certify any party herein of pending sale under any other deed of trust or of any action or proceeding in which trustee, beneficiary, or trustee shall be a party, unless brought by trustee.

24. The term "Deed of Trust" as used herein, shall mean the deed as, and be synonymous with, the term "Trust Deed" as used in the laws of Oregon relating to Deeds of Trust and Trust Receipts. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25. Attorney's fees, as well as the cost of trust and in the future, "Attorney's Fees" shall include attorney's fees, if any, which shall be awarded by or Appellate Court.

Steven T. Ruff
Steven T. Ruff

Signature of Trustee

Charles J. Ruff
Charles J. Ruff

Signature of Beneficiary

STATE OF OREGON
COUNTY OF CLATSOP

I, the undersigned, Charles J. Ruff, County Clerk for Clatsop County, Oregon, do hereby certify that on this day of June, 1937, personally appeared before me

Steven T. Ruff & Charles J. Ruff, jointly and severally, and acknowledged that they are the parties named in the foregoing instrument, and acknowledged that they executed and acknowledged the same as their own act and deed, for the uses and purposes therein mentioned.

Gives under my hand and official seal the day and year last above writing.

Charles J. Ruff
Notary Public in and for the State of Oregon

My commission expires 3/1/38

REQUEST FOR FULL REDEMPTION

Do not record. To be used only when note has been paid.

The undersigned, the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust, last made, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed as partners in payment of the same, owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other indebtedness secured by said Deed of Trust, and to deliver to you the same, together with the said Deed of Trust, and all other documents, in the parties designated by the terms of said Deed of Trust, all the same was told by you through.

Done at Clatsop County Oregon this 1st day of June 1937

STATE OF OREGON
COUNTY OF CLATSOP

I hereby certify that this within Deed of Trust was filed in the office for Record in the County of Clatsop, State of Oregon, on this 1st day of June, 1937, at Clatsop, and was duly recorded in Book 10 of Record of Clatsop County.

20
Notary
Signature

ADDENDUM TO DEED OF TRUST

9874

49087041

431-2079244-0406/713

THIS ADDENDUM is made this 2nd day of June, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Note ("Note"), of even date herewith, to Jackson County Federal Savings & Loan Association ("Mortgagee"), covering the premises described in the Mortgage and located at 2910 Gregory Drive, Klamath Falls, Oregon 97603.

The Mortgagee shall, with the prior approval of the Federal Housing Commission, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commission.

Sharon T. Ruff
Mortgagee: Sharon T. Ruff

Sharon T. Ruff
Mortgagee: Sharon T. Ruff

STATE OF OREGON, COUNTY OF Klamath

First to record in respect of YOUNG & ASSOCIATES By 121 of 121 A.D. 1997 at 9:30 o'clock P.M. and duly returned to me 121 of 121 at 121 on Page 121
I, Sharon T. Ruff, County Clerk
do Sharon T. Ruff