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TRUST DEED

Vol. m89 Page 9028

સ્તાવરાત્ર (સાર્ગ દેવે સાંગ્રે સાથે કે સાથે કે સાથે છે. આ ગુજરાત કે સાથે સાથે સાથે સાથે કે સાથે આ ગુજરાત કે સાથે કે સાથ

DATO Robert A. Pallies and Constance R. Pallies Husband and Wife KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the LAMAIN TRAINE STREET AND AN A REAL AND A COMPANY AND A COM

10 AThe grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in

Klamath. County, Oregon, described as:

Lot 11, Block 49, BUENA VISTA; Stolthe City of Klamath Falls, Oregon.

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Elamath Falls, DR 9760	
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frage (gal serense) Frage (a Surre Frage) 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-towall carpeting, and lingleum, shades and built-in appliances now or becefter installed in or used in conservice covering in place such as wall-towall carpeting, and lingleum, shades and built-in appliances now or becefter installed in or used in conservice covering in place such as well-to-well 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 having an interest in the above described property, as may be evidenced by a note or notes. If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary may credit payments, received by it upon more than one note, the beneficiary may credit payments, received by it upon any of said notes or part of any payment on one note and part on another, as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary in that the said premises and property conveyed by this trust deed are and clear of all encoundrances and that the grantor will and his heirs, utors and administrators shall warrant and defend his said title thereto itors and saministrators whomsoever. hereln free

escutors 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 leviced against thereof and, when due, all taxes, assessments and other charges leviced against thereof and, when due, all taxes, assessments and other charges leviced against thereof and, when due, all taxes, assessments and commorates having pre-side property, to keep said property free from said around the date or hereafter construction is hereafter communication or the date or hereafter the starts deed; to complete all buildings or improvement on promptly and in good workmanike manner any yed and pay, when due, all said property which may be damaged or desayyed and pay, when due, all said property which may be damaged or desayyed and pay, when due, all said property which may be damaged or desayyed and pay, when due, all said property which may be damaged or desayyed and pay, when due, all said property which may be damaged or desayyed and pay, when due, all said property which may be damaged or desayyed and not comments and or or fact. To remove or destory any building or improvements now or hereafter fact. To remove or destory any building or improvements now or stare hereafter erected upon asid property in louding and improvements now or thereafter erected on asid premises continuously insured against loss now or hereafter erected on asid principal sum of the note or obligation in a sum into ites than the original principal sum of the note or obligation secured by this trust deed, in a fampany or companies acceptable to the bent ficiary, and to deliver the original policy of insurance in correct form and with approved loss payable chacing place of any such policy or insurance. If ifferen days prior to be the affective date of any such policy or insurance. If ifferen days prior to be the affective date of any such policy or insurance. If ifferen days discretion shall be obtained.

obtained. 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 beneficiary, together with and the terms of the note or obligation secured principal and interest payable underwith (1/12th) of the taxes, assessments of other charges due and paybol one-thirty-sixth (1/36th) of the insurance of the work would be an other the taxes of the note or obligation secured other charges due and paybol one-thirty-sixth (1/36th) of the insurance of the taxes, assessments of the principal of the beneficiary, this trust deed remines in effect, as estimated and directed by the beneficiary, the strust deed remediated of the principal of the beneficiary, law to be thereof and shall thereupon be charged to the principal of the such sums, to as thereof and shall thereupon be charged to the principal of the beneficiary in trust as a reserve account, when they shall become due prenumme, taxes, assessments or other charges when they shall become due prenumme taxes, assessments or other charges when they shall become due

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 prenume no all insurance the same begin to bear interest and also to pay prenume no all insurance the same begin to bear interest and also to pay prenume no all insurance the same begin to bear interest and also the pay authorizes the or imposed against any and all taxet, assessments and other charges levied or imposed against any and all taxet, assessments and other charges levien to the property in of such taxes, assessments or other charges, and to pay the insurance preclume in the amounts are the sub-statements submitted by insurance preclume in the amount shown and to charge said sums to the principal of the ions or to withdraw the site of the sub-statements autorished in a written of for any loss or damage growing out of a defect in any inur-in na written of for any loss or damage is suthorized, in the event of any invance precipts upon the beneficiary responsible for failure to have any is upper invance receipts upon the biggittons secured by this trut deed. The somputing the amount of the indebtedness for payment and astistaction. The of the same of the indebtedness for payment and satisfaction. The origin of the same of the indebtedness for payment and satisfaction. The origin of the same acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after

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 demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within ten days after such demand, the beneficiary demand, and if not paid within the days after such demand the paid within the such demand demand.

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obligation secure already. Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures there-beneficiary may at its option carry out the same, and all its expenditures there for shaltor may at its option carry out the same, and all its expenditures there the connection, the beneficiary shall have the right the discretion to complete any improvements made on said premises and iso to make such repairs to said property as in its sole 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, covenants, conditions and restrictions affecting said property; to pay all costs, fees and expenses of this trust, including the cost of title search, as well as in enforcing the obligation, and trustee's and attorney's fees actually incurred; in enforcing and defend any action or proceeding purporting to affect the secur-to appear in and defend any action or proceeding purporting to affect the secur-ity hereof or these, including cost of evidence of title action or proceeding in 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-which the beneficiary or trustee may appear and in any suit brought by bene-ticiary 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 ani statement of account but shall not be obligated or required to furnish further statements of account. anv

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 mane, appear in or defend any ac-the right to commence, prosecute in its own mane, appear in or defend any ac-the right to commence, prosecute in its own mane, appear in or defend any ac-the right to commence, prosecute in its own mane, appear in or defend any ac-such taking and, if its oelects, to require that or any portion of the amount re-such taking and, if its oelects, to require that are in access of the amount re-guired to pay all reasonable coals, expenses, shall be paid to the beneficiary and applied by it first upon any reasonable coals and expenses and atformey's and applied by it first upon any reasonable coals and expenses and atformey's balance applied upon the indebteness secured hereby; and the grantor agrees, balance applied upon the indebteness accute auch instruments as shall be necessarily in obtaining such compensation, promptly upon the beneficiary's request.

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement fin case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indobtedness, the trustee may tak consent to the mak-affecting the liability of any person for the payment of the indobtedness, the trustee may tak consent to the mak-affecting the liability of any person for the payment of the indobtedness, the trustee may tak consent to the mak-ing of any map or plat of said property; (b) join in granting any exacement or creating and ersticition thereon, (c) in in any subordination or nother agreement affecting this deed or the lien or charge bereed; (d) reconvey pinn in any subordination or nother agreement affecting this deed or the lien or charge bereed; (d) reconvey pinn or persons legally entitled thereto^{*} and the recitals therein of any matters or facts shall be conclusive proved of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than \$5,00. 2. At any time and from time to time upon written request of the beneficiary, pa \$5,00,

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-continuance of these trusts all rents, issues, royalites and profits of the pro-grantor shall be this deed and of any personal property located thereon. Until perty allected by this deed and of any personal property located thereon. Until perty allected by this deed and on any default by the grantor shall be to default as they prove the trust of the payment of any indebtedness secured hereby or in licitary may have a proceeded by the grantor shall be to default as they become due and payhole. Upon any default by the grantor by agent or by a re-become due and payhole. Upon any default by the grant by a security for any part thereof, in its own name are for or otherwise oulect said property, or any part thereof, in the sown name are for or otherwise oulect said property, erand profits, including those past due and unpaid, and apply the rents, less costs and expenses of operation and collection, including reason-the same, less curve and profits, including those past due and unpaid, and spot able attorneys fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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CE Constance R. Pallies Table and CE Constance R. Pallies Table and TO Grantor KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	(DON'T'USE THIS ! ?	nore in book <u>M89</u> Record of Mortgages of said County
Atter Recording Return To: 1080 - 39V-1800 KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION P.O. Box 5270 Klamath Falls, OR 97601	Fee \$13.00	Witness my hand and seal of Coun affixed. 21 <u>Evelyn Biehn, County Clerk</u> County Clerk By Qauline Multinolare
The undersigned is the legal owner and holder of all have been fully paid and satisfied. You hereby are direct pursuant to statute, to concel all evidences of indebtedne trust, deed) and ito recourse; without warranty; to the p same.	Utility of the central by the forego as secured by the forego set of the secured by the forego ted, on payment to you of any sum set secured by said trust deed (while cattles designated by the terms of	Nen pada.

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THIS IS TO CERTIFY that on this 19th. Notary Public in and for said county and star <u>Robert A. Pallies and Const</u> to me personally known to be the identical indiv they, effectived the same	day of May	Instance R. Pallies	fore me, the undersigned,
to me personally known to be the identical indiv they, executed the same freely and voluntar in TESTIMONY WHEREOF, I have hereunto O TARY	ddudl S	The CC COMPLETERS OF	
GEALU 01/3L/C->	Notery Publ My commiss	ic for Oregon ion expires:	bove written.
foor No. <u>890-39-01394</u> TRUST DEED	 Barting and a set Diffusion of Barting and a set Diffusion of Barting and a set Diffusion of Barting and a set Diffusion of 	STATE OF OREGON	<u>6</u> } ss.
^{CI} Robert A." Pallies Topes aport	a length, sizes and a discussion	I certify that the twp was received for rec iday of <u>May</u> iday id <u>10:19</u> o'clock A note in book <u>M89</u>	within instrument ord on the 25th
TO Grantor KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	CANTER SPACE: RESERVED FOR RECORDING US ABEL IN COUN. TIES WHERE USED.)	not 10:19 o'clock <u>A</u> in book <u>M89</u> Record of Mortgages o	M., and recorded on page 9028
Atter Recording Return To: 320 -320-300 KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION P.0. Box 5270	(11) (1485)	Witness my hand an affixed. 221 <u>Evelyn Biehn, Co</u>	unty_Clerk
Mamath Falls, OR 97601	Fee \$13.00	By Qauline Mu	County Clerk lenglasc Deputy

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DATED:

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STATE OF OREGON

County of Klamath

Principal as when not men be use had no because between any then be required by law following 8. After the lapse of such time as may then be required by law following the recordistion of said notice of default and giving of said, holdce of saie, the termine, at public and property at the time and place fixed by holdce of saie, the termine, at public aution to the highest profession and default and the said of termine, at public at the time of said holdcer, for cash, in having as he may de-any portion of saie, the time of an Trustee may postponie saie of all or sale, and from time, to time thereafter may postpone the saie by public and the termine of the said time of the thereafter may postpone the saie by public and the said term time.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then doe, under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation secure thereby first of the secure thereby the data of 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.

a service charge. 6. Time is of the essence of this instrument and upon default by the service charge of any indebiedness secured hereby of in performance of any indebiedness secured hereby of in performance of the service of service and service is and decimary and the service is when the service is and decimary service which notice of defaults and decimary service is and down of the service is service of service and down of the service is service in the service is setting the service is setting in the setting is and place of set and set notice is thereof as the setting is and place of setting is and setting in the setting is and place of setting is and setting in the setting is and place of setting is and setting is and setting is and setting is and setting its in the setting is and place of setting is and set is and

The grantor shall notify beneficiary in writing of any sale or one ract for sale of the above described property and furnish beneficiary on a upplied it with such percent information concerning the purchaser as a service charge.

of such rents, inserting upon and taking possession of said property, the collection ficts or comparison of a such and provide the proceeds of fire and other insurance point the application or rawards for any taking or damage of the property, and fault or notice of default hereunder or invalidate any act done pursuant to such notice. tract for

All de dece sele de ofter scardifica de Tre Suddets et fit destruert size semburge tes supones conditions de Tre Suddets et fit destruert size anne contence assetble notativitation de Tre Suddets et fit destruert size anne contence assetble notativitation de Tre Suddets et fit destruert size

the function of proceeding is brought by the trustee. hereon, there here, legates devisees, administrators, executors, successors and pledges. The term "beneficity" shall mean the holder and owner, backing pledges. The term "beneficity" shall mean the holder and owner, backing pledges. The term "beneficity" shall mean the holder and owner, backing pledges of the note secured, whether or named as a beneficitary. culture generations and whenever the context so requires, the mask culture still plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

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proper appointment of the successor fluerce. 11.7 Trusice accepts this trust when this deed, duly executed and acknow-ledged is may party increase 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.

deed or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to ime appoint a successor or successors interest such appointment form, or to any auccessor trusteesor trustee, the latter such appointment herein, or to any and duites conferencessor trustee, the latter such appointment without con-successor trusteesor trusteesor the successor and the successor and duites conference son any trustee herein and by written instrumeder. Each be cheffelary, containing reference to the strust deed and its place of proper appointment of the successor trustee, shall be conclusive proof of proper appointment of the successor trustee.

and the beneficiary, may purchase at the sale. 9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (i) To the expenses optimised in the sale including the compensation of the follows: (i) To truste deed. (ii) by the attorney. (i) To the obligation trustee, and interests of the trustall persons having recorded liens subscruct by the order of their priority (i) the surplus, if as their interests appear in the deed or to his successor in interest entitled to such surplus.

nouncoment at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his seed in form as required by law, covering the pre-perty soid, but without any covenant or warranty, express or implied. The rectuals in the deed of any matters or facts express or implied. The and, the beneficiary, may purchase at the sale.

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Robert A. Pallies

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