

insurance.

2. By accepting payment of any sum

4. Upon written request of

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endorsement, and without affecting the personal liability of

entitled thereto."

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5. On default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and shall deliver to Trustee this Deed, said note and all documents evidencing expenditures secured hereby. Beneficiary or Trustee shall cause to be recorded notice of default and of election to cause said property to be sold.

Trustee shall give notice of sale as then required by law, and at least three months having elapsed after recording of said notice of default, without demand on Trustor, shall sell said property at the time and place of sale specified in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. Recitals of facts in such deed shall be conclusive proof of the truth thereof. Any person, including Trustor, Trustee, or Beneficiary as herein defined, may purchase at such sale.

The notices herein provided for the sale of the real property shall be all the demands and notices required for the sale of any personal property transferred hereby, and Trustor waives any and all other demands or notices otherwise required by law as conditions precedent to sale of such property.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in

connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

6. This Deed inures to the benefit of and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall mean the holder, including pledgees, of the note secured hereby, whether or not named herein. In this Deed, whenever the context requires, masculine gender includes feminine and/or neuter, and singular number includes plural.

7. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any proceeding in which Trustor, Beneficiary or Trustee shall be a party unless initiated by Trustee.

8. Should Trustor fail to make any payment or to do any act herein required, Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes. Beneficiary and/or Trustee may: appear in and defend any action or proceeding purporting to affect the security hereof or their rights or powers; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

C. The undersigned Trustor Requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him if a mailing address is set out by him opposite his signature hereto.

| Street and Number | Mailing Address for Notices<br>City | State | Signature of Trustor |
|-------------------|-------------------------------------|-------|----------------------|
|                   |                                     |       | FICTITIOUS           |
|                   |                                     |       |                      |
|                   |                                     |       |                      |
|                   |                                     |       |                      |

STATE OF CALIFORNIA  
COUNTY OF

ss:

On \_\_\_\_\_, 19\_\_\_\_, before me,  
the undersigned, a Notary Public in and for said County  
and State, personally appeared

FICTITIOUS

known to me to be the person whose name  
subscribed to the within instrument and acknowledged that

\_\_\_\_\_ executed the same.  
WITNESS my hand and official seal.

(Seal) \_\_\_\_\_  
Notary Public in and for said County and State

After:

INDEXED  
COMPARED

9067

For Recorder's Use Only

RECORDED AT REQUEST OF  
Wynne Carpenter  
MAR 24 1959 at 9:07 AM  
BOOK 1608 PAGE 292  
OFFICIAL RECORDS  
Sara Barbara County, Calif.  
JAMES G. FOWLER, Recorder

Martha B. Hines Deputy

FEE 1 360-9d.

MAR 10 1960

5328

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 19th day of May A. D. 1969. at \_\_\_\_\_

duly recorded in Vol. M-69, of Miscellaneous on Page 3726

Fee \$11.50

W. D. MILNE, County Clerk

Charles B. Horstman  
Deputy