

28-1191

8215

pursuant to exercise of power of sale, shall be applied to (1) the expenses of sale, including Trustee's and attorney's fees, and (2) obligations secured hereby. Surplus, if any, shall be paid to persons entitled thereto by law.

Any award of any damages in connection with any condemnation for public use of or injury to the property or any part thereof and the proceeds of any sale or agreement in lieu of such condemnation are herewith assigned to Beneficiary, which may apply the same as provided above for fire insurance proceeds.

Grantors agree to pay expenses, including reasonable attorney's fees, incurred by Beneficiary or Trustee in collecting delinquent payments or curing default. Further, in any suit to foreclose this trust deed or in any suit or proceedings in which Beneficiary defends or protects its security hereunder, or in which Beneficiary is a party and the property or any part thereof is the subject matter thereof, including suits to quiet title or for condemnation or partition of the whole or part of the property, or any interest therein, or in the event of any measures taken in connection with a sale or intended sale pursuant to the power granted hereunder, Grantors agree to pay to Beneficiary all costs and expenses and a reasonable sum as attorney's fees, including fees on appeal, and further agree to pay reasonable costs of title search incurred in the foregoing.

At any time, without liability therefor and without notice, upon written direction of Beneficiary and without affecting the liability of any person for payment of the indebtedness secured hereby or performance of the covenants hereof, Trustee shall reconvey all or any part of the property, consent to the making of a map or plat thereof, join in granting an easement thereon or join in any extension or subordination agreement.

Beneficiary from time to time may appoint a successor or successors to any Trustee named herein or to any successor Trustee, such appointee to have the title, powers and duties conferred hereunder.

Neither the exercise, the failure to exercise or the waiver of any right or option granted Beneficiary hereunder shall constitute a waiver of any continuing or future default, any notice of default, any other right or remedy of Beneficiary, or this provision, nor shall the aforesaid invalidate or prejudice any act done pursuant to default or notice of default. All rights and remedies of Beneficiary hereunder shall be cumulative.

Each of the covenants hereof shall be binding upon all successors in interest of each of the Grantors, and shall inure to the benefit of all successors in interest of the Beneficiary. The invalidity of any part hereof shall not affect the validity of the remainder, and this trust deed shall be construed to effect as far as possible its valid intent, omitting as may be necessary invalid clauses, phrases or words.

Dated this 30th day of July, A.D. 19 71

ADDRESS OF GRANTORS:

5610 Homedale Road  
STREET

Klamath Falls Oregon 97601  
CITY STATE

STATE OF OREGON } ss.

County of Klamath

On this 3<sup>rd</sup> day of August, 19 71, before me, a Notary Public in and for said county and state, personally appeared the within named John P. Wohlwend and Donna L. Wohlwend, husband and wife

who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[SEAL]

Notary Public for

My commission expires: 7/11/72

#### REQUEST FOR FULL RECONVEYANCE

TO: TRANSAMERICA TITLE INSURANCE COMPANY, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. You hereby are directed on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which trust deed and the note secured thereby are delivered to you herewith) and to reconvey, without warranty, to the Grantors designated by the terms of said trust deed the estate now held by you under the same.

DATED: \_\_\_\_\_, 19 \_\_\_\_\_

Equitable Savings & Loan Association, Beneficiary

Vice President

Assistant Secretary

LOAN NO. 2-13-887-8

## DEED OF TRUST

John P. Wohlwend & et ux

Grantor

## EQUITABLE SAVINGS & LOAN ASSOCIATION

Beneficiary

STATE OF Oregon } ss.  
County of Klamath

I certify that the within instrument was received for record on the 4th day of August, 19 71, at 11:20 o'clock A.M., and recorded in book M71 on page 8214. Record of Mortgages of said County.

Witness my hand and seal of county affixed.

Wm. D. Milne

County Clerk-Recorder

Fee \$3.00 Deputy

After recording please mail to:

**Equitable Savings**  
A unit of GAC Corporation

1300 S.W. Sixth Avenue  
Portland, Oregon 97201

FORM N  
1967/50

to E

FORM No. 633-WAB

1967/50

KNOW

husband &

to grantor

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8/11/71 11:20 AM

DEFAULT-An extension charge

lingent one week or more on ap

titicate described above, but no

installment for more than four week

Default in the payment of any instal

the entire balance, less credit for unear

Borrower agrees to pay all attorney's

collect the loan or realize on security af

Interest on any unpaid balance after matu

if permitted by law.

The FINANCE CHARGE is composed of the follo

☐ This loan is secured by an Installment Invest

☒ A security interest has been taken in the prop

☐ MOTOR VEHICLE-Year & Make

☒ HOUSEHOLD GOODS-All Household Goods where

time of any future loan, or acquired within ten days

☒ REAL ESTATE (Describe)

Together with present and future improvements there

☐ LOCATION OF COLLATERAL IF OTHER THAN ABOVE

AMOUNTS ADVANCED TO BORROWER AND/OR PAID

Amount applied to balance

due on Installment Cert. No. 4-110

To Recorder

To

THE FOLLOWING CHARGES AND PREMIUMS ARE INCLUDED

Joint Credit Life Insurance Charge

Credit Life Insurance Charge

Credit Disability Insurance Charge

153.22