

nouncement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor 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: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the trustee. (2) To the obligation secured by the trust deed. (3) To any person having recorded liens subsequent to the interest of the trust in the trust deed as their interests appear in the deed or of his priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

[illegible]

11. Trustee accepts this trust when this deed, duly executed and acknowledged 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, legatees devisees, administrators, executors, successors or assigns. The term "beneficiary" shall mean the holder and owner, including the estate of the holder and owner, of the note secured hereby, whether or not named herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Kenneth Dale Smith (SEAL)

Virginia Lee Smith (SEAL)

1126

August

Public in and for said county and state, personally appeared the within named LEE SMITH AND VIRGINIA LEE SMITH, husband and wife

they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHERE
08-208-501

James D. Louche
Notary Public for Oregon
My commission expires: 10-25-74

(SEAL

STATE OF OREGON } ss
County of Klamath }

I certify that the within instrument
was received for record on the 11th
day of AUGUST, 1971,
at 4:20 o'clock P.M., and recorded
in book M 71 on page 8441.
Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

WM. D. MILNE
County Clerk

By Hazul Drazil Deputy

FREE \$3.00

To be used only when obligations have been paid.

TO: William Ganong....., Trustee

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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith 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.

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19____

havin
 prem
 barg
 legall

its off

DATE _____