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the essence of this instrument and upon default by the f any indebtedness secured hereby or in performance of any the beneficiary may declare all sums secured hereby in-the beneficiary may declare all sums escured hereby in-the trust property, which notice trustee shall cause to be Upon delivery of said notice of default and elecion to sell, deposit with the trustee this trust deed and all promissory s ovidencing expenditures secured hereby, whereupon the e time and place of sale and give notice thereof as then shell

After default and any time prior to five days before the date set the Trustee for the Trustee's suit, the grantor or other person so the Trustee for the trustee's suit, the grantor or other berson so defaultons secured thereby (hericulity costs and expanse arbitrarial incurred enforcing the terms of the obligation and trustee's and microrey's fee enforcing the terms of the obligation and trustee's and microrey's fee exceeding \$500 each; other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

6. After the lapse of such time as may then he required by law foilowing the recordation of said notice of ideauit, and giving of said notice of sale, the recordation of said notice of ideauit, and giving of said notice of sale, the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auclion to the lightsh hidder for cash, in lawful money of the further states, and in such of said of all of the fightsh hidder for cash, in lawful money of the further states, payable at the time of sale. Trustee may postpone sais of all or say portion of said property by public announcement at such time and place of sale from time to time thereafter may postpone the sale by public announcement.

55.

TRUST DEED

TO

Klamath Falls, Oregon

THIS IS TO CERTIFY that on this 10th day of

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STATE OF OREGON)

County of Klamath

200

Loan No.

(SEAL)

1997 1997 - 1997 1997 - 1997

deliver to the purchaser his deod in form as required porty so sold, but without any coverant or warranty recitants in the deed of any mutters or facts shall truthinness thereof. Any porson, excluding the trustee and the beneficiary, havy purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the 1. 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 the expenses of the sale including the compensation of the trustee, and trust deed. (3) it o all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the interest of the trustee in the trust deed as their interest appear in the interest of the trustee in the surplus, if any, to the grantor of the trust leed or to his successor in interest entitled to such surplus.

deed or to his successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successor to any trustee named herein, or to any successor trustee appointed heroundre in the stability of the trusteen spontaneous of the successor trustee, the inter shall be vested with all title, powers and duties conferred upon any frusteelen named or appointed herounder. Each such appointment and substitution shall be mided by written instrument executed such appointment and substitution of the office of the county for counties in which when recorded the property is situated, shall be county for counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

proper appointment of the successor trustee, man be concusted proof of 11. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by law. The trustee is not obligated to nully any party hereto of ponding 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 partles hereto, their heirs, legates devisees, administrators, executors, successors median assigns. The term "beneficiary" shall mean the holder and owner, hereto, by pletuce, in construint this deed and whenever the context so requires, the max-ering in construint this feed and whenever the context so requires, the max-ering grader includes the feminine and/or neuter, and the singular number in-gludes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written. Kenneth Dale Amith (SEAL) Virginia See Smith (SEAL) 19 71, before me, the undersigned, a to me personally known to be the identical individuals. named in and who executed the foregoing instrument and acknowledged to me that They executed the same freely and voluntarily for the uses and purpose inclusion exploses and year last above wr IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above wr Notifry Public for Oregon My commission expires: 10-25-34 1 STATE OF OREGON } ss. ¥ 1 E".H. 200 PN in book M 71 on page 8441 Record of Mortgages of said County. 65. Witness my hand and seal of County WM. D. MILNE County Clerk 1 heard Depu Deputy 1.16

(DON'T USE THIS BPACE; RESERVED FOR RECORDING LADEL IN COUN-TIES WHERE Granlo FIRST FEDERAL SAVINGS & USED.) affixed. LOAN ASSOCIATION Alter Recording Relurn To: FIRST FEDERAL SAVINGS 540 Main St. By Hazel

August

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

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

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 ve 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 resumt to statute, to cancel all evidences of indebtedness secured by said trust deed (which are dolivered is you herewith together with said stated evidences), without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the TO: William Ganong. trust deed) and to re

First Federal Savings and Loan Association, Beneficiary

FEE \$3.00



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