

10529

4. The trustee shall have the power to sell, lease, convey, or otherwise dispose of the property, and the proceeds of such sale, lease, conveyance, or disposition shall be paid to the beneficiary or beneficiaries named in the deed or deeds of sale, lease, conveyance, or disposition.

5. The trustee shall not be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale, lease, conveyance, or disposition of the property, or for any loss or damage to the proceeds of the sale, lease, conveyance, or disposition of the proceeds of the sale, lease, conveyance, or disposition of the property.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to call the trust property, which notice shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing indebtedness secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default has 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 due under this trust deed and the obligations secured hereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at 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 auction to the highest bidder for cash, in lawful money of the United States, payable at the 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 the sale by public announcement.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Ernest O. Talamantez (SEAL)
Garrie H. Talamantez (SEAL)

STATE OF OREGON
 County of Klamath

THIS IS TO CERTIFY that on this 20th day of September, 1971, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named

ERNEST O. TALAMANTEZ and GARRIE H. TALAMANTEZ, husband and wife

to me personally known to be the identical individual(s) named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

R. RAYMOND ROYSE
 NOTARY PUBLIC - OREGON

(SEAL) My Commission Expires 6-28-74

Notary Public for Oregon
 My commission expires: 6-28-74

Loan No.

TRUST DEED

TO
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
 Beneficiary

After Recording Return To:
FIRST FEDERAL SAVINGS
 540 Main St.
 Klamath Falls, Oregon

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

V Fee \$1.50

STATE OF OREGON
 County of Klamath

I certify that the within instrument was received for record on the 6th day of October, 1971, at 10:51 o'clock A. M., and recorded in book M71 on page 10528 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By *Christopher Chappes* Deputy

REQUEST FOR FULL RECONVEYANCE

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 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 evidence 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.

ERNEST O. TALAMANTEZ and GARRIE H. TALAMANTEZ, First Federal Savings and Loan Association, Beneficiary

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FORM No. 714-W

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