14. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, and the Grantor or other person making such payment shall also pay to the Beneficiary all of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and Attorney's fees not exceeding $50 if actually incurred, such default shall thereby be cured.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default and the giving of said notice of sale, Trustee shall sell said property at the time and place fixed by it 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 the time of sale. Trustee shall deliver to the purchaser its 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 Beneficiary, may purchase at the sale.

16. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interest may appear in order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.

17. For any reason permitted by law Beneficiary may fr[illegible] time to time appoint a successor or successors to any Tr[illegible] named herein or to any successor Trustee appointed hereu[illegible] Upon such appointment, and without conveyance to the [illegible] cessor Trustee, the latter shall be vested with all title, powe[illegible] duties conferred upon any Trustee herein named or app[illegible]

hereunder. Each such [illegible] by written instrument [illegible] reference to this trust deed and [illegible] recorded in the off[illegible] of the [illegible] county or counties in which [illegible] ll be made conclusive proof of proper app[illegible] [illegible] aining [illegible] when [illegible] of the

18. Trustee accepts this t[illegible] and acknowledged is made a [illegible] shall be Trustee is not obligated to n[illegible] [illegible] Trustee. sale under any other deed of [illegible] executed in which Grantor, Beneficiary [illegible] by law. such action or proceeding is b[illegible] pending [illegible] proceeding

19. The Gran[illegible] coven[illegible] [illegible] rty unless Beneficiary and those claimi[illegible] seized in fee simple of said [illegible] valid, unencumbered title [illegible] with the forever defend the same again[illegible] lawfully

20. Grantor shall not [illegible] and has a Beneficiary, tra[illegible] Grantor [illegible] warrant and part thereof, whether [illegible] pay the indebtedness here[illegible] consent of Beneficiary [illegible] property or any from [illegible] agrees to required if [illegible] application for shall [illegible] may require consent [illegible] normally be a service [illegible] Beneficiary of the [illegible] condition of its rate [illegible] its discretion, impose [illegible] of the original amount [illegible] and may increase the interest [illegible] not more than one

[illegible] inures to the benefit of, and binds [illegible] legatees, devisees, administrators, [illegible] assigns. The term Beneficiary shall [illegible] owner, including pledgee, of the note [illegible] named as a beneficiary herein. In [illegible] whenever the context so requires, the [illegible] feminine and/or neuter, and the [illegible] plural.

*IN WITNESS WHEREOF, said Grantor has* [illegible] *day and year first above written.*

L. W. Butchko (SEAL)

V. J. Butchko (SEAL)

(SEAL)

*STATE OF OREGON,* } ss.

*County of* Klamath

July 25, *19* 72

*Personally appeared the above named* David W. Butchko or Victoria J. Butchko

*and acknowledged the foregoing instrument to be* their *voluntary act and deed.*

*Before me:*

*(SEAL)* [signature]

*Notary Public for Oregon*

*My commission expires:* 2-9-74

*(CORPORATE ACKNOWLEDGMENT*

*STATE OF OREGON, County of* } ss.

*, 19*

*Personally appeared*

*who, being duly sworn, did say that he*

*, is the*

*, is the*

*of*

*and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.*

*(Seal)*

*Notary Public for Oregon*

*My commission expires:*

# TRUST DEED

Grantor

Beneficiary

*STATE OF OREGON,*

*County of* Klamath

[illegible]

**REQUEST FOR FULL RECONVEYANCE**

*To be used only when obligations have been paid.*

*TO:* ______________________, *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 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. Mail reconveyance and documents to*

*DATED:* ______________________, *19* ______

*By* ______________________

**Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.**

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