

# 28-5533

10145

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 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 6th day of August, A.D. 1973

ADDRESS OF GRANTORS:

Star Route 1, Box 36

Chiloquin, Oregon 97624

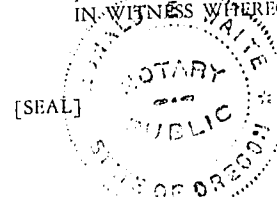
STATE OF OREGON

County of KLANATH

On this 6th day of August, 1973, before me, a Notary Public in and for said county and state, personally appeared the within named STANLEY M. DOWNS and C. ELOISE DOWNS, 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.



Gerald E. Waite  
Notary Public for Oregon  
My commission expires: 7/11/76

#### 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: 1973, Equitable Savings & Loan Association, Beneficiary

Vice President

Assistant Secretary

LOAN NO. 10-21-000716-08

### DEED OF TRUST

Stanley M. Downs & 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 6th day of August, 1973, at 3:55 o'clock P.M. and recorded in book M-73 on page 10144 Record of Mortgages of said County.

Witness my hand and seal of county affixed.

Wm. D. Milne County Clerk-Recorder

By: Carolyn Deibel Deputy  
Fee \$4.00

After recording please mail to:

Equitable Savings  
1300 S.W. Sixth Avenue  
Portland, Oregon 97201