

The entering upon and taking possession of said property, the collection rents, issues and profits or the proceeds of fire and other insurance pol-compensation or awards for any taking or damage of the property, and lication or release thereof, as aforesaid, shall not cure or waive any de-notice of default hereunder or invalidate any act dose pursuant to

5. The grantor shall notify beneficiary in writing of any sale or con-for sale of the above described property and furnish beneficiary on a supplied it with such personal information concerning the purchaser as d ordinarily be required of a new ioan applicant and shall pay beneficiary relee charge.

a service charge. 6. Time is of the essence of this instrument and upon default by the granhor in payment of any indebtedness secured hereby or in performances of any agreement hereunder, the beneficiary may declare all sumitse notice of default and election to sell the trues property, which notice to twittee shall cause to be duly filed for record. Upon delivery of said notice of writtee shall cause to be duly filed for record. Upon delivery of said notice of twitte deel and election to sell, the beneficiary shall dopoint with the trustee the curved thereby, whereupon the trustees shall fix the time and place of sale and give notice thereof as them required by law.

urreu by tww. 7. After default and any time prior to five days before the date set the Trustee for the Trustee's sale, the grantor or other person so tieged may pay the entire amount then due under this trust deed and obligations secured thereby (including costs and expenses actually incurred actorcing the terms of the obligation and trustee's and attorney's fees exterciling \$50.00 each), other than such portion of the principal as would then be due had no default occurred and thereby cure the default.

not then be due had no default occurred and thereoy cure in detauth 8. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole of in separate parcels, for each, in lawful mozey of the termine, at public auction to the highest bidder for each in lawful mozey of the united States, payable at the time of saie. Trusce may postpone saie of all or flaw and proton of said property by public announcement at such time and place of saie and from time to time thereafter may postpone the sale by public an-IN WITNESS WHEREOF, said gramtor has hereunto set his hand and seal the day and year first above written

STATE OF OREGON County of Klamath

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deliver to the purchaser his deed in form as required by law, conveying the pro-perty so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of facts aball be conclusive proof of the truthfulness thereof. Any percon, excluding the truttee but including the grantor and the beneficiary, may purchase at the sale.

the beneficiary, may purchase at the safe. 9. When the Trustee sells pursuant to the powers provided herein, the tee shall apply the proceeds of the trustees sale as follows: (1) To expenses of the sale including the compensation of the trustee, and a onable charge by the second hereing recorded lies subsequent to the t decof 10 trustee in the trust deed as their interests appear in the rot their priority. (1) The surplus, if any, to the granter of the trust of the surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor of auccessor to any trustee named herein, or to any successor trustee appointment and without consuccessor trustee should be appointed with all tille, power we have a successor truste appoint trustee herein asmed or appointed hereinder. Each appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed sail its period the county of the county of the control of the successor trustee.

proper appointment of the successor trustec. 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 notify any party having in which the granuce, hencificity 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, legates divises, administrators, executor successors and assigns. The term "beneficiary" shall mean the holder and so as a beneficiary pleidgee, of the note secured hereby, whicher or not so requires, the mas-culles gender includes the feminine and/or neuter, and the singular number in-cludes the pural.

(SEAL)

(SEAL)

before me, the undersigned, a

Budseph Bichard Plegel Ethel Mae Flegel

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eficiary	trust deed. (3) To all persons having recorded lies
	order of their priority. (4) The surplus, if any, to the deed of to his successor in interest entitled to such
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THIS IS TO CERTIFY that on this 24 ary Public in and for said county and state, personally appeared the within named RUDOLPH RICHARD FLEGEL AND ETHEL MAE FLEGEL, husband and wife to me personally known to be the identical individual A named in and who executed the foregoing they executed the same freely and voluntarily for the uses and purposes therein expressed. IN TESTIMONY WHEREOF, I have bereunto set my hand and affized my notatial seal the day Notiny Public for Oregon My Commission expires: 10 .2 C-7 / / / //// (SEAL) he **SE** 10-25-74 1 ...... STATE OF OREGON ) SS. Loan No. .... County of Klamath TRUST DEED I certify that the within instrument was received for record on the ...29th 19.74, day of <u>May</u>, 19.74, at 1,10. o'clock PM., and recorded in book <u>M 74</u> on page 6592 IDON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) Record of Mortgages of said County. TO Witness my hand and seal of County FIRST FEDERAL SAVINGS & affixed, LOAN ASSOCIATION WM. D. MILNE Ben County Clerk Aiter Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. than By Haz Klamath Falls, Oregon 0  $\mathbf{ }$ Deputy FEE \$ 4:00 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 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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said 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 trust deed) and to reconvey. Truslee

May

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First Federal Savings and Loan Association, Beneficiary

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