

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application of moneys thereon, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action pursued to such notice.

5. The grantor shall notify beneficiary in writing of any sale or encumbrance for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchase as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

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 sell the first property, which notice trustee 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 they required by law.

7. After default and 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 thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee 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 desire, 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 at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The proceeds in the deed of any portion or parts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

9. 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 payment of the debt secured by the instrument, including the costs and expenses of the trustee, and a reasonable charge by the attorney; (2) To the satisfaction of the debt of the trust deed; (3) To all persons having recorded liens subsequent to the date of the trustee's sale in the time fixed by the trustee in the order of sale; (4) The surplus, if any, to the grantor of the trust 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 successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending 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 parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgees, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

Enver Bozgoz
Conservator of the Estate of
Emma Lou Harrington Benton
STATE OF OREGON } ss. *Robert S. Benton* (SEAL)
County of Klamath } *Emma Lou Benton* (SEAL)

THIS IS TO CERTIFY that on this 6th day of January, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Robert S. Benton and Emma Lou Benton

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that he 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.

James D. Bocchi
Notary Public for Oregon
My commission expires: 10-25-78

(SEAL)

Loan No. _____ TRUST DEED _____ Grantor TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	STATE OF OREGON } ss. County of Klamath } I certify that the within instrument was received for record on the <u>8th</u> day of <u>JANUARY</u> , 19 <u>75</u> , at <u>4:00</u> o'clock <u>P.</u> M., and recorded in book <u>M 75</u> on page <u>332</u> Record of Mortgages of said County. Witness my hand and seal of County affixed. Wm. D. MILNE County Clerk By <i>Hazel Hazel</i> Deputy FEE \$ 4.00 INDEXED
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State of Oregon
County of Klamath

On this 16 day of January, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Enver Bozgoz, as Conservator of the Estate of EMMA LOU HARRINGTON BENTON, of the State of Oregon, County of Klamath, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Robert A. Tucker
Notary Public for
My commission expires: 10-13-78

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.
this 21st day of January, A.D., 1975, at 10:40 o'clock A. M., and duly recorded in
Vol. M 75 of MORTGAGES on Page 927

Wm. D. MILNE, County Clerk