

2478

4. The entering upon and taking possession of said property, the collection of each rent, issue 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 or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser 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 trust 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 expenditures 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 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's and attorney's fees not exceeding \$500 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.

Ronald F. Cunningham (SEAL)

Diane M. Cunningham (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 20 day of February, 19 76 before me, the undersigned, a

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

RONALD F. CUNNINGHAM and DIANE M. CUNNINGHAM, husband and wife

to me personally known to be the identical individual 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.

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

Loan No. _____

TRUST DEED

TO
Grantor
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 24th day of FEBRUARY, 19 76, at 10:40 o'clock A.M., and recorded in book M.76 on page 2478 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. MILNE
County Clerk

By *Blazel D. D. D.*
Notary

SEE \$ 6.00

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 evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19 _____

RAINIER MORTGAGE COMPANY
11300 N. E. HALSEY, SUITE 118
PORTLAND, OREGON 97220

10519

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SHERIFF'S DEED

(36)

THIS INDENTURE, made this 12th day of February, 1976, by and between J. M. BRITTON, Sheriff of Klamath County, Oregon (hereinafter called "Grantor") and RAINIER MORTGAGE COMPANY, a Washington corporation (hereinafter called "Grantee"),

WITNESSETH:

WHEREAS, in a suit in the Circuit Court of the State of Oregon for the County of Klamath, Clerk's No. 75-236E, in which Rainier Mortgage Company (formerly known as Coast Mortgage Company) was plaintiff and Evert Brown, et al, were defendants, a decree was entered and filed on the 18th day of September, 1975, for the foreclosure of a mortgage on the following described real property in Klamath County, Oregon, to wit:

Lot 1 and the South 1/2 of Lot 2, of PONDEROSA PARK, in the City of Chiloquin, Klamath County, Oregon.

WHEREAS, following the entry of said decree, a writ of execution directing the sale of the real property was issued out of said court, pursuant to which and on the 12th day of November, 1975, the real property was sold, subject to redemption, in the manner provided by law, for the sum of Twenty-six Thousand Nine Hundred Twenty and 61/100 Dollars (\$26,920.61), to Grantee who was the highest and best bidder and that being the highest and best sum bid therefor,

WHEREAS, at the time of said sale, Grantee paid the amount bid for the real property to Grantor,

WHEREAS, at said sale a certificate of sale as required by law was duly executed and delivered to Grantee and Grantee is the owner and holder of said certificate of sale,

WHEREAS, said sale was duly confirmed by the Circuit Court of the State of Oregon for the County of Klamath by order signed on the 26th day of November, 1975.

WHEREAS, the real property has not been redeemed from such sale, defendant Evert Brown has conveyed all his right, title and interest in the real property to Marco Enterprises, Inc., and Marco Enterprises, Inc., conveyed all its right, title and interest in said property to Grantee, and the statutory right of redemption conferred upon the remaining defendants has now expired,

NOW, THEREFORE, in order to complete said sale pursuant to law and in consideration of the sum paid for the real property, Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, the real property situated in Klamath County, Oregon, described herein, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all of the interest of defendants and each of them in and to the real property.

The true and actual consideration paid for this transfer stated in terms of dollars is \$26,920.61.

IN WITNESS WHEREOF, Grantor has executed this instrument.

J. M. Britton
Sheriff of Klamath County, Oregon

STATE OF OREGON)
COUNTY OF KLAMATH) SS

Before me this 12th day of February, 1976, personally appeared the above-named J. M. BRITTON, Sheriff of Klamath County, Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

Phyllis N. Kinney
Notary Public for Oregon
My commission expires: 4-30-76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of FEBRUARY A.D., 19 76 at 10:40 o'clock A M., and duly recorded in Vol. M 76 of DEEDS on Page 2479.

FEE \$ 6.00

WM. D. MILNE, County Clerk
By *Hazel Dragel* Deputy