

4. The entering upon and taking possession of said property, the collection of such rent, 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 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 conveyance of the above described property and furnish beneficiary on a form supplied to him 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 \$50.00 each) other than such portion of the principal as would not then have 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 at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, covering the property so sold, but without any covenant or warranty, express or implied. The parties to this deed shall be the grantor, beneficiary and the trustee, and the trustee shall be 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 sums secured hereby; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the recording of this trust deed as their interests appear in the public records; (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 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. Each 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 pledgee, 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.

Roland M. Altenburg (SEAL)

Diann F. Altenburg (SEAL)

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 25th day of June, 19 76, before me, the undersigned, a

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

ROLAND M. ALTENBURG AND DIANN F. ALTENBURG, Husband and Wife

to me personally known to be the identical individual(s) 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 notary seal the day and year last above written.

Gerald W. Brown

Notary Public for Oregon
My commission expires: 11-12-78

(SEAL)

Loan No. _____

TRUST DEED

TO _____ Grantor

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary

After Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St. 2442 865
Klamath Falls, Oregon

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 28th day of JUNE, 19 76, at 9:28 o'clock A.M., and recorded in book M 76 on page 9678 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE County Clerk

By Hazel Drayle Deputy

FEE \$ 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, 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.

First Federal Savings and Loan Association, Beneficiary

by _____

DATED: _____, 19 _____

A-20471 15565

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After recording return to: Panner, Johnson, Marceau, Karnopp & Kennedy, Attys
1026 NW Bond St.
Bend, OR 97701

CERTIFICATE OF DEATH

DECEASED-NAME		First Middle Last		DATE OF DEATH (month, day, year)	
Norma Jean Rockholt				February 2, 1976	
RACE White, Negro, American Indian, etc. (specify)		SEX Female		DATE OF BIRTH (month, day, year)	
White		40		February 23, 1935	
CITY, TOWN, OR LOCATION OF DEATH		CITY, TOWN, OR LOCATION OF BIRTH		HOSPITAL OR OTHER INSTITUTION-NAME	
Eagle Point		Eagle Point		126 S. Shasta St.	
CITIZEN OF WHAT COUNTRY		MARIED NEVER MARRIED, WIDOWED, DIVORCED (specify)		NAME OF SPOUSE	
USA		Married		Richard Rockholt	
USUAL OCCUPATION (give kind of work done during most of working life, even if retired)		KIND OF BUSINESS OR INDUSTRY			
Housewife					
RESIDENCE-STATE		CITY, TOWN, OR LOCATION		STREET AND NUMBER OR RFD	
Oregon		Eagle Point		126 S. Shasta St.	
FATHER-NAME first middle last		MOTHER-Maiden Name first middle last		INFORMANT-NAME and relationship to deceased	
William Johnson		Flossie Smith		Richard Rockholt-Husband	
PART I. DEATH WAS CAUSED BY: ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).					
(a) Asphyxiation from inhalation of smoke and carbon monoxide. Immediate					
(b) due to, or as a consequence of:					
(c) due to, or as a consequence of:					
PART II. OTHER SIGNIFICANT CONDITIONS: conditions contributing to death but not related to cause given in Part I (a), (b), and (c).					
DATE OF INJURY (month, day, year) HOUR HOW INJURY OCCURRED (enter nature of injury in Part I or Part II, item 18)					
2/2/76 2:30 A.M. Burned in fire in her home. Jackson					
INJURY AT WORK (specify yes or no) PLACE OF INJURY at home, farm, street, factory, office bldg., etc. (specify) LOCATION (street or R.F.D. No., city or town, county, state)					
NO HOME 126 South Shasta Street, Eagle Point, Oregon, County.					
CERTIFICATION-MEDICAL INVESTIGATOR: I CERTIFY that I took charge of the remains described above, viewed the body, made inquiry and in my opinion death resulted on or about:					
DEATH OCCURRED month day year hour					
21a. 2:30 A.M. 21b. 2 2 1976 2:30 A.M.					
CERTIFIER-SIGNATURE					
22a. <u>Alksams</u> 22b. Albert R. Kearns, M.D.					
DATE SIGNED (month, day, year)					
2/9/76					
MEDICAL INVESTIGATOR: FOR: Jackson COUNTY					
BURIAL, CREMATION, REMOVAL, MAUS. (specify)					
24a. Cremation 24b. Mtn. View Cremation 24c. Ashland, Oregon					
FUNERAL DIRECTOR-SIGNATURE					
25a. <u>Alksams</u> 25b. Memory Gardens Funeral Home 1395 Arnold Lane Medford Oregon					
DATE RECEIVED BY LOCAL REGISTRAR DATE RECEIVED BY STATE REGISTRAR					
26a. <u>Alksams MD</u> 26b. 2/5/76 27 FEB 11 1976					
RESERVED FOR REGISTRAR'S USE					

DATE ISSUED JUNE 23 1976

STATE OF OREGON, COUNTY OF MULTNOMAH

I HEREBY CERTIFY THAT THE FOREGOING COPY HAS BEEN COMPARED BY ME WITH THE ORIGINAL DOCUMENT AND IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE, AS THE SAME APPEARS ON FILE IN THE VITAL STATISTICS SECTION OF THE OREGON STATE HEALTH DIVISION AND IN MY OFFICIAL CARE AND CUSTODY.

STATE REGISTRAR

M. M. M.

NOT VALID WITHOUT RAISED SEAL OF OREGON STATE HEALTH DIVISION

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

June A.D., 19 76 at 9:29 o'clock A.M., and duly recorded in Vol. M 76

of DEEDS on Page 9680

FEE \$ 3.00

WM. D. MILNE, County Clerk.

By Hazel Drayle Deputy