

6. 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 payment of any indebtedness secured hereby or to performance of any obligation 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, whereupon the trustee shall give notice of default and election to sell the trust property to the grantor and the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereafter as the trustee shall direct 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 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 recordation 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 and manner as he may determine, at public auction to the highest bidder, and the proceeds in lawful money of the United States, payable to the order of the said trustee may postpone sale of all or any portion of said property, by public announcement at such time and place as may be determined by him, to a time thereafter may postpone the sale by public announcement.

possession 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 recitals in the deed of any matters or facts 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 expenses of the sale including the compensation of the trustee and a reasonable charge by the attorney; (2) To the trustee's litigation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

[illegible]

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made 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 involved, until 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 "beneficiary" hereto, 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.

Rudo. of A. Tena (SEAL)
Vickie L. Tena (SEAL)

STATE OF OREGON }
County of Klamath } SS

STATE OF OREGON } ss.
County of Klamath }
THIS IS TO CERTIFY that on this 29th day of October, 1976, before me, the undersigned,

THIS IS TO CERTIFY that on this 21 day of February, 1998,
Notary Public in and for said county and state, personally appeared the within named
BUDOLF A. TENA AND VICKIE L. TENA, 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 notarial seal the day and year last above written.

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

(SEAL) AUG 1958

Loan No. _____

TRUST DEED

TO
FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
Beneficiary

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

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

FEE \$ 6.00

STATE OF OREGON } ss
County of Klamath }

I certify that the within instrument was received for record on the 1st day of NOVEMBER, 1976, at 12:51 o'clock P. M., and recorded in book M 76 on page 17292 Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

WM. D. MILNE

County Clerk
By Hazel D. [Signature]
Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

TO: William Ganong_____, Trustees

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 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

DATED: _____, 19__