

trustee at the time fixed by the preceding paragraph. The trustee shall deliver to the purchaser his deed in form as required by law, covering the property so sold, but without any covenant of warranty, express or implied, as to title in the case of any matters or facts which shall be considered void or nullities thereof, any person claiming the trustee but including the grantor and the beneficiary may purchase at the sale.

9. When the trustee sells pursuant to the power, provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expense of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the recording of the trustee's trust deed as their interest appears 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.

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 covenants 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 is executed and acknowledged, made a public record as provided by law. The trustee is not obligated to certify any party hereto of selling said land under any deed of trust or of such 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 all moneys to be lent or advanced and binds all parties hereto, their heirs, executors, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledges, of the note secured hereby, whether or not named as a beneficiary herein, in construing this deed and whenever the context requires the definite gender includes the feminine and/or neuter, and the singular number includes the plural.

... of said property; the collection of said rents and the insurance policy of fire and other insurance not being or damage of the property, and shall not cure or waive any default or defaults...
... to five days before the date set by the grantor or other person as to the time of the trustee's sale and the costs and expenses actually incurred and trustee's and attorney's fees...
... and giving of said notice of sale, the date and place fixed by him in said notice of sale, and in such order as he may desire for cash in lawful money of the United States...
... by notations the sale by public au...

... grantor has hereunto set his hand and seal the day and year first above written.

Merrill C. Holmes (SEAL)
Jane L. Holmes (SEAL)

12th day of December 1976 before me, the undersigned

and state) personally appeared the within named **JANE L. HOLMES, Husband and Wife**

... individual named in and who executed the foregoing instrument and acknowledged to me that they executed voluntarily for the uses and purposes therein expressed.

... hereunto set my hand and affixed my official seal the day and year last above written.

Shirley M. Keenan
Notary Public for Oregon My commission expires: 11-12-78

<p>ED</p> <p>Grantee</p> <p>GRANTS & CONVEYANCES</p> <p>Beneficiary</p> <p>RECORDING</p> <p>on</p> <p>REL \$ 6.00</p>	<p>STATE OF OREGON } 35 County of Klamath }</p> <p>I certify that the within instrument was received for record on the <u>20th</u> day of <u>DECEMBER</u> 19<u>76</u> at <u>12:36 o'clock P. M.</u> and recorded in book <u>M 76</u> on page <u>20303</u> Record of Mortgages of said County.</p> <p>Witness my hand and seal of County affixed.</p> <p><u>W. D. MILNE</u> County Clerk</p> <p>By <i>Harold Dugan</i> Deputy</p>
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REQUEST FOR FULL RECEIPT

To be used only when obligations have been paid.

... and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed are hereby assigned to you...

... First Federal Savings and Loan Association, Beneficiary