

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

25. Attorney's Fees. As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

Lloyd E. Chidester
LLOYD E. CHIDESTER
Borrower

Helen L. Chidester
Helen L. Chidester
Borrower

STATE OF OREGON, Klamath County ss

On this 30 day of June, 1977, personally appeared the above named LLOYD E. CHIDESTER and HELEN L. CHIDESTER, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal)

My Commission expires: 7/11/80

Before me,

James E. Hanks
Notary Public for Oregon

REQUEST FOR RECONVEYANCE

To TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

(Space Below This Line Reserved For Lender and Recorder)

PARCEL 1

11681

A parcel of land situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, being described more particularly as follows:

Beginning at a point on the Westerly line of the right of way of the Dalles California Highway, which point bears North 89° 42' West a distance of 770.8 feet; thence North 6° 02' East a distance of 176.5 feet from the quarter section corner common to Sections 7 and 18, Township and range aforesaid, the said point being at the South-east corner of the tract herein described; thence North 6° 02' East, along said Westerly right of way line a distance of 114.4 feet; thence North 89° 42' West a distance of 540 feet; thence South 0° 01' West a distance of 113.8 feet; thence South 89° 42' East a distance of 568 feet to the point of beginning, except that portion needed for Highway purposes. EXCEPTING that portion described as follows.

Commencing at the one quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian; thence North 89° 42' West 770.80 feet to a point on the Westerly right of way line of the former Dalles California Highway, now a County Road; thence North 06° 02' East along said Westerly right of way line, 280.90 feet to the point of beginning for this description; thence North 89° 42' West 260.00 feet; thence North 06° 02' East 10.00 feet; thence South 89° 42' East 260.00 feet to a point on the Westerly right of way line of the aforementioned County Road; thence South 06° 02' West 10.00 feet to the point of beginning.

PARCEL 2

Beginning at a point on the Westerly right of way line of the Dalles-California Highway which bears North 89° 42' West 770.8 feet and North 6° 02' East 20.1 feet from the quarter section corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, and running thence North 89° 42' West parallel to the South section line, a distance of 551.6 feet to a point on the 40 line; thence North 0° 01' East along the 40 line a distance of 155.63 feet to a point; thence South 89° 42' East parallel to the South section line, a distance of 568 feet to a point on the Westerly right of way line of the Dalles-California Highway; thence South 6° 02' West along the Westerly right of way line of the Dalles-California Highway 156.4 feet to the point of beginning, in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, and EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission by Deed dated January 30, 1941 and recorded February 13, 1941 in Book 135 at page 326 of Deed Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Subscribed for XXXXXXXXXXXXXXXXXX

this 1st day of July A.D. 1977 at 12:50 o'clock P.M.

July recorded in Vol. M 77 of Deed 11680

Wm D. MILNE, County Clerk

By Pat McCallough

Fee \$15.00