

45115

TRUST DEED

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DATED THIS TRUST DEED, made this 22nd day of March 19 78... between DALE E. BJURSTROM AND DENISE M. BJURSTROM, Husband and Wife...

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, as beneficiary...

10. The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 19, Block 7, Tract No. 1025, WINCHESTER, in the County of Klamath, State of Oregon.

which said described real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to or derived from or in anywise appertaining to the above described premises...

April 20 19 78... SIX HUNDRED AND NO/100... 255.10... commencing

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above described property...

The grantor further agrees to comply with all laws, ordinances, regulations, fees and expenses of this trust, including the cost of title search, as well as in enforcing this obligation and trustee's and attorney's fees actually incurred...

It is mutually agreed that: In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action...

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monument at the time fixed by the preceding paragraph. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without warranty, express or implied. The deed shall be recorded, and the record thereof 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 expenses of the sale including the compensation of the trustee, and a reasonable charge to the attorney; (2) To the obligation secured by the mortgage; (3) To all persons having recorded liens subsequent to the recording of the deed, in the order of their priority; (4) To the interests of the trustee in the trust deed as their interest in the property; (5) To the grantor of the trust deed or of 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 trustee in accordance with the following: (1) To any appointment authorized hereunder. Upon such appointment and without recourse to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee hereunder, and shall execute hereunder. Each of the beneficiary's appointments shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place in the county or counties in which the same is recorded and the record number, 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, fully executed and acknowledged, is made a public record and approved by law. The trustee is not obligated to notify any person of the pending sale under any other deed of trust or to proceed with or proceed 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 to, the heirs, legatees, devisees, administrators, executors, successors or assigns. The term "beneficiary" shall mean the person or persons named as the beneficiary of the note or contract secured by this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

I, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by Ena V. Brown, the person whose name appears as the grantor in the foregoing instrument, and that the instrument was duly executed by her in the presence of me, the undersigned, on the day and date therein expressed.

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

11-12-78

FOR 18' BUCK 1' LANCE NO' 1058' MINCHERLES' IN THE COMER OF PAGE 18

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

RETURNED TO THE CREDITORS OF THE DECEASED

TO: William S. Moore, 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 settled. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed, to deliver to the undersigned all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said deed) and to recover, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under said deed.

Klamath First Federal Savings & Loan Association, Beneficial

DATE 2' BUREAU YVD DENISE 2' 1958