

4. The entering upon and taking possession of said property, the collection of such rents, 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 contract for sale of the above described property and furnish beneficiary on or before the date of such sale or contract 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 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 election to sell, 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 then due but 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 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 hereafter may postpone the sale by public announcement.

IN WITNESS WHEREOF said grantor has hereunto set his hand and seal the day and year first above written.

County of Klamath, ss.

THIS IS TO CERTIFY that on this 27th day of March, 1978

Notary Public in and for said county and state, personally appeared the within named: DENNIS A. BUSS and GAIL L. BUSS, husband and wife

known personally to me to be the identical individuals 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.

Notary Public for Oregon
My commission expires: 3/20/80

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 trustee's fee; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the order of the trustee in the trust deed as their interests appear in the order 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 conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee here named or appointed hereunder. Each by the beneficiary, containing reference to this trust deed and its place of 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.

Notary Public for Oregon
My commission expires: 3/20/80

Dennis A. Buss (SEAL)
GAIL L. BUSS (SEAL)

Donald Bert Hamilton
Notary Public for Oregon
My commission expires: 3/20/80

Loan No. _____

TRUST DEED

TO Grantor
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Beneficiary
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

After Recording Return To:
KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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

STATE OF OREGON
County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

County Clerk
By _____ Deputy

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

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 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.

Klamath First Federal Savings & Loan Association, Beneficiary

Dennis A. Buss and Gail L. Buss

DATED: _____ 19____

12338

12338 DEED

2813

5815

DESCRIPTION

The following described real property is situated in Klamath County, Oregon.

A portion of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point of the South boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 495 feet East of the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North and parallel to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 420 feet to the Southwest corner of the tract herein conveyed being the place of beginning of this description; thence from said place of beginning East and parallel to the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 165 feet; thence North and parallel to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 200 feet; thence West and parallel to the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 165 feet; thence South and parallel to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 200 feet to the place of beginning.

EXCEPTING THEREFROM the West 25 feet in Hope Street.

ALSO EXCEPTING THEREFROM a tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the South boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 495 feet East of the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North and parallel to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, 420 feet to the Southwest corner of the tract herein described being the place of beginning of this description, said place of beginning also being North 89°25'00" East 495.00 feet and South 00°35'25" East 900.00 feet from the 1-inch iron axle marking the Southwest corner of Lot 82, PLEASANT HOME TRACTS, a duly recorded subdivision; thence North 00°35'25" West 110.00 feet; thence North 89°25'00" East 165.00 feet; thence South 00°35'25" East 110.00 feet; thence South 89°25'00" West 165.00 feet to the place of beginning of this description, with bearings based on the South line of said Pleasant Home Tracts as being North 89°25'00" East.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 28th day of March A. D. 19 78 at 10:21 o'clock A.M., and

fully recorded in Vol. 878, of Mortgages on Page 5813

Wm D. MILNE, County Clerk

By Richard D. Helrich

Fee \$9.00