

4. The entireties 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, so situated shall not be deemed to constitute notice of or constructive notice of or constitute any notice of the same to the grantor or to the beneficiary or to the trustee.

5. 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 to him 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. This 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 duly 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 all promissory notes and documents evidencing indebtedness 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 exceeding \$250.00) other than such portion of the principal as would not then be due and no default occurred and thereby cause 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 in whole or in separate parcels, and he shall convey to the purchaser at public auction to the highest bidder for cash, the legal title of the property, together with all the rights and appurtenances thereto, to all or United States, public at the time of sale, trustee may postpone sale or all or any portion of said property on public auction at such time and place of sale and from time to time hereafter may postpone the sale by public auction and from time to time hereafter may postpone the sale by public auction.

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

Albert B. Briones (SEAL)

Juana S. de Briones (SEAL)

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on this 7th day of April, 1978, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named ALBERT B. BRIONES AND JUANA S. de BRIONES, Husband and Wife

being duly sworn, who are 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.

Witness my hand and seal the day and year last above written.

Suzanne V. Beam

Notary Public for Oregon

My commission expires: 11-12-78

SEAL OF NOTARY PUBLIC STATE OF OREGON

TO: KIAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

TRUST DEED

TO: KIAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Beneficiary

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

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 10th day of April, 1978, at 3:06 o'clock P. M., and recorded in book M78 on page 6893 Record of Mortgages of said County.

Witness my hand and seal of County officed.

Wm. D. Miles

County Clerk

By: [Signature] Deputy

Fee \$6.00

TO: William S. Briones, 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 in recovery, without prejudice, to the notice designated by the terms of said trust deed the estate now held by you under the same).

ALBERT B. BRIONES AND JUANA S. de BRIONES

DATED: 1978

POST OFFICE BOX 30-77005