

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary as a condition of sale with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay a service charge.

8. Time is of the essence of this instrument, and upon default by the grantee in payment of any indebtedness secured hereby or in performance of the agreement hereunder, the beneficiary shall have the right to cause to be sold and disposed of, and payable by delivery to the trustee, all sums secured hereby immediately for or upon the trust property, which sums shall be given notice of default to the beneficiary shall deposit with the trustee the sum of \$100.00 to be used by the beneficiary in paying expenses incurred hereby, and upon the sale of the property shall give notice of sale and place of sale and give notice thereof required by law.

After default and any time prior to five days before the date set
for the sale of the Trustee's sale, the grantor or other person so
authorized may pay for the entire amount then due under this deed and
the obligations secured hereunder, including costs and expenses actually incurred
in enforcing the terms of this deed, including attorney's and trustee's fees
not exceeding \$50.00 each; other than such portion of the principal as would
not then be due had no default occurred, and thereby cure the default.

[illegible]

postponement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the premises so sold, but without any covenant or warranty, express or implied, the truthfulness in the deed of any matters or facts shall be conclusive, granted 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; (2) To the compensation of the trustee, and to the reasonable charges by the attorney for the completion of the trustee's deed; (3) To all persons having a claim against the trustee, and to the interest of the trustee in the trust deed; (4) To the obligations secured by the order of the trustee in the trust deed as their interest appears in the deed or to his successor; (5) The surplus, if any, to the grantor of the trust or to his priority 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 the trust. The beneficiary may from time to time appoint a successor or successors to the trust by a written instrument executed by the beneficiary and acknowledged by the beneficiary before a notary public in and for the county or counties in which the proper office of the county clerk or recorder of the place of record, which, when filed in the office of the county clerk or recorder of the place of record, shall be conclusive proof of the appointment of the successor or successors to the trust.

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 any action or proceeding in which the grantor, beneficiary or owner of trust or of 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 and assigns. The term "beneficiary" shall mean the holder and owner, including his or her heirs, legatees devisees, administrators, executors, successors and assigns. 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.

at his hand and seal the day and year first above written.

x James K. F. Mah (SEAL)

(SEAL)

(SEAL)

the within named, on 18 78, before me, the undersigned, c

who executed the foregoing instrument and acknowledged to me that the purposes therein expressed.

red my notations and the day and year last above written.

Notary Public for Oregon
My commission expires

County of Klamath

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I certify that the within instrument
was received for record on the 7th
day of July, 1978,
at 3:24 o'clock P.M., and recorded
in book M78 on page 10298
Record of Mortgages of said County.

Witness my hand and seal of County
afford

Wm. D. Milne

County Clerk

By Dernaisha Sketch

Deputy

CASE \$6.00.

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, or payment to you of any sums owing to you under the terms of said trust deed pursuant to articles, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to recover, 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

DATE: 11/11/54

SECRET

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TYPE