

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 mortgages or proceeds for any taking or damage of the property, and the application or release thereof, or otherwise about and care or waive any default or notice of default hereunder or hereinafter may not be deemed to constitute a service charge.

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 form supplied it 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 demand all sums secured hereby immediately and payable by delivery to the trustee at written notice of default and election to sell the trust property, which notice trustee shall cause to be sent by registered mail, return receipt requested, to the grantor and to the beneficiary. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this 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 \$500 each) other than such portion of the principal as would not then be 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 redemption 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 any order as he may determine, at public auction to the highest bidder for cash, in legal money of the United States, payable at the time of sale. Any person may purchase all or any portion of said property by public advertisement at such time and place of sale and from time to time thereafter may purchase the same by public sale.

9. The trustee shall apply the proceeds of the trustee's sale as follows: (1) To the payment of the principal of the loan secured by this deed, with interest thereon to the date of sale, including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the date of the trustee's sale in the trust deed and their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust deed, 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 herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, 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. This deed 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, binds and binds all parties hereto, their heirs, assigns, executors, 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 executing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

STATE OF OREGON

County of Klamath ss.THIS IS TO CERTIFY that on this 24th day of July, 19 78,

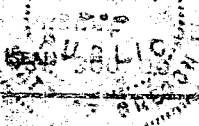
Notary Public in and for said county and state, personally appeared the within named

RONALD LEE TOMPKINS and PAMELA GAYLE TOMPKINS, husband and wife

to me personally known 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires: 4/24/81

Loan No. _____

TRUST DEED

TO Grantor

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

After Recording Register of DeedsKLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION(DON'T USE THIS
SPACE) RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument
was received for record on the 24th
day of July, 19 78,
at 3:49 o'clock P.M., and recorded
in book M78 on page 16051
Record of Mortgages of said County.

Witness my hand and seal of County
affixed.Wm. D. Milne

County Clerk

By Bernetha Whitlock

Deputy

Fee \$6.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Stearns, 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

DATED: 23332 18

78021