

1. The entering upon and taking possession of any property, the execution of which vests, issues and profits as the proceeds of said property, and the application of the same for any purpose, shall not constitute a breach of any covenant or condition of any mortgage or deed of trust, unless the same shall be so provided in the instrument creating such mortgage or deed of trust.

2. The grantor shall notify the beneficiary in writing of any sale or disposition of any real or personal property owned by the grantor, and the proceeds of such sale or disposition shall be paid to the beneficiary as provided herein.

3. In the event of the absence of the beneficiary at the time of any sale or disposition of any real or personal property owned by the grantor, the beneficiary may designate in writing a person to receive the proceeds of such sale or disposition, which person shall be deemed to be the beneficiary for all purposes hereunder.

4. After default and any time prior to the date of foreclosure, the trustee for the benefit of the beneficiary shall pay the principal and interest on the mortgage, including costs of collection, to the beneficiary as provided herein.

5. After the lapse of such time as may be provided in the instrument creating the mortgage, the trustee shall pay the principal and interest on the mortgage, including costs of collection, to the beneficiary as provided herein.

6. The trustee shall sell pursuant to the powers provided herein, the property subject to the mortgage, and the proceeds of such sale shall be paid to the beneficiary as provided herein.

7. 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 by the attorney; (2) To the obligation secured by the mortgage; (3) To all persons having recorded liens subsequent to the date of the trustee's sale; (4) The surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

8. 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 the appointment of the successor trustee.

9. Trustee accepts this trust when this deed, duly executed and acknowledged in made a public record, as provided by law. The trustee is not obligated to accept 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.

10. This deed applies to, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including assignee, of the note secured hereby, whether or not named as a beneficiary herein. A recitation of 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 hereunto set his hand and seal the day and year first above written.

[Signature] (SEAL)

STATE OF OREGON
County of Klamath

THIS IS TO CERTIFY that on this 13th day of September 1978 before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named REX C. BIEGERT

known to me to be the identical person named in and who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.



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

Form containing 'TRUST DEED' title, loan number, beneficiary information (Klamath First Federal Savings and Loan Association), recording date (September 14, 1978 at 9:20 AM), and recording details (Book 178, Page 20280). Fee \$6.00.

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

TO: William Stewart, Trustee
The undersigned is the legal owner and holder of all obligations secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are released, are purged of any sums owing to you under the terms of said trust deed or any other deed of trust or deed of mortgage, and are discharged from all obligations of said trust deed (which are delivered to you herewith together with said deed) and shall not be liable, without warranty, for any sums secured by the terms of said trust deed the same now held by you under the

Klamath First Federal Savings & Loan Association, Beneficiary