

1. This subject matter and taking possession of said property, the collection of rents, issues and profits of the premises, and the collection of any and all other moneys payable or receivable by or for the property, and the application of the same, shall be the duty of the trustee hereunder or his assigns, and he shall see to it that the same are properly collected and applied.

2. The grantor shall notify beneficiary in writing of any sale or conveyance of the above described property and shall cause the purchaser to be notified of the same. The purchaser shall pay the purchase price to the trustee hereunder or his assigns, and the trustee shall pay the same to the beneficiary.

3. Upon the failure of the trustee hereunder to perform his duties, the beneficiary may cause the property to be sold or conveyed to a third party, and the proceeds of such sale or conveyance shall be paid to the beneficiary. The trustee hereunder shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property, and the trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property, and the trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property.

4. After the lapse of such time as may be required by law following the execution of this deed, the trustee hereunder shall cause the property to be sold or conveyed to a third party, and the proceeds of such sale or conveyance shall be paid to the beneficiary. The trustee hereunder shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property, and the trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property.

5. After the lapse of such time as may be required by law following the execution of this deed, the trustee hereunder shall cause the property to be sold or conveyed to a third party, and the proceeds of such sale or conveyance shall be paid to the beneficiary. The trustee hereunder shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property, and the trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property.

6. The trustee shall deliver to the purchaser the deed in form as required by law, conveying the property as sold, but without any covenant or warranty, express or implied. The trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property, and the trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property.

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 payment of the purchase price of the property, and (2) To the payment of the costs of the sale. The trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property, and the trustee shall be liable for any loss or damage to the property or for any loss or damage to the proceeds of the sale or conveyance of the property.

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 proper appointment of the successor trustee.

9. 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 herein 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, inures to the benefit of, and binds all parties hereto, their heirs, legal representatives, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including assigns, of the note secured hereby, whether or not named as a beneficiary hereunder. 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.

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

Via S. Throop (SEAL)
VIA S. THROOP

Patricia M. Throop (SEAL)
PATRICIA M. THROOP

STATE OF OREGON

County of Klamath ss.

THIS IS TO CERTIFY that on this 19 day of September, 1978, before me, the undersigned, a

Notary Public in and for said county and some personally appeared the within named VIA S. THROOP, and PATRICIA M. THROOP, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Donald Bert Hamilton
Notary Public for Oregon
My commission expires 3/30/81

SEAL

Loan No.

TRUST DEED

TO
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

By
KLANATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 19th day of September, 1978, at 10:41 o'clock A. M., and recorded in book M78 on page 207.02 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Ernestine Sheldch

Deputy

Fee \$6.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William D. Milne, Trustee

The undersigned is the legal owner of 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 to pay to me of any sums owing to you under the terms of said trust deed or sums of indebtedness secured by said trust deed which are delivered to you herewith together with said trust deed and to convey, 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

19

1978

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