

4. The entering upon and taking possession of said property, the collection of rents, issues and profits, and the proceeds of fire and other insurance policies or compensation or proceeds for any taking or damage of the property, and the application or release thereof, as aforesaid, shall and are to waive any demand or notice of default hereunder or hereafter may not come pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or conveyance for sale of the whole or divided property and furnish beneficiary as a form stipulated in such notice and information concerning the purchaser as would reasonably be required if a new loan applied, 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 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 sale of the property, the grantor or other party or parties obligated may pay the entire amount then due under this trust deed and by discharging the terms of the indebtedness and interest and attorney's fees not exceeding \$500.00 and they shall not be liable for the principal or avoid such time as 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 expiration 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 such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser the proceeds of the sale in form as required by law, conveying the proceeds in the deed of any matter or facts shall be conclusive proof 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 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 interests of the trustee in the trust deed as 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. 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 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, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, 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 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.

Andrew V. Jones
ANDREW V. JONES

Jeneane M. Jones
County of Klamath is JENEANE M. JONES

William S. Oppelt (SEAL)
WILLIAM S. OPPELT
Florence R. Oppelt (SEAL)
FLORENCE R. OPPELT

THIS IS TO CERTIFY that on this 25 day of September

19 78, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named ANDREW V. JONES and JENEANE M. JONES, husband and wife, and WILLIAM S. OPPELT and FLORENCE R. OPPELT, husband and wife, and they acknowledged to me that they 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 official seal the day and year last above written.

James D. Brucki
Notary Public for Oregon
My commission expires: 10-25-78

SEAL

Form No.	STATE OF OREGON
TRUST DEED	County of _____ } SS.
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ Record of Mortgages of said County. Witness my hand and seal of County affixed. County Clerk By _____ Deputy	
CLERK CLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary Notary Recording Office To CLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION	DO NOT WRITE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTY WHERE USED

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: WILLIAM S. OPPELT

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums due by said trust deed have been fully paid and released. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to interest, to cancel all indebtedness secured by said trust deed which are delivered to you herewith together with said trust deed and to reconvey, with all warranty, to the parties designated by the terms of said trust deed the estate now held by you under the said

Klamath First Federal Savings & Loan Association, Beneficiary

DATED: _____ 19____

by _____

21215

A portion of the SW1/4 Section 28, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a stake in the Northerly right of way fence of the Ashland-Klamath Falls Highway, which stake is South $46^{\circ} 58'$ East 1401.2 feet from the section corner common to Sections 28, 29, 32 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence North $0^{\circ} 21'$ West 1496.37 feet to a stake in the Southerly bank of Emitt Ditch; thence East 160.7 feet to a stake; thence South $0^{\circ} 21'$ East 1193.32 feet to a stake; thence West 77.5 feet to a stake; thence South $0^{\circ} 21'$ East 303.18 feet to a stake in the aforementioned right of way fence; thence South $72^{\circ} 38'$ West 87.17 feet along same right of way fence to point of beginning.

ALSO

A portion of the SW1/4 Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a stake in the Northerly right of way fence of the Ashland-Klamath Falls Highway, which stake is South $41^{\circ} 20'$ East 1133.16 feet from the section corner common to Sections 28, 29, 32 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence North $0^{\circ} 21'$ West 1541.25 feet to a stake near the Southerly bank of Emitt Ditch; thence East 143.5 feet to a stake; thence South $0^{\circ} 21'$ East 1496.37 feet to a stake in the aforementioned right of way fence; thence South $72^{\circ} 38'$ West 150.35 feet along the same right of way fence to point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Subscribed and sworn to before me this 25th day of September, A. D. 1978, at 3:51 clock P. M., on

filed for record at request of Transamerica Title Co.
 recorded in Vol 173, of Mortgages on Page 21213

Wm D. MILNE, County Clerk

By Barbara Schelsch

Fee \$9.00