

21224

10. The mortgagor, wife, and holder at such time, income and profits or the proceeds of the said value in whose possession or control are deposited, or held for the payment or release thereof, and shall not, except in case of default, make any assignment or conveyance of such title.

11. The grantor shall notify lessees by writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied by him with such pertinent information concerning the purchaser as would ordinarily be required of a lessor under agreement and shall pay beneficiary a reasonable charge.

12. That to all the expenses of collection of payments of any indebtedness by the grantor, the beneficiary may, at his option, cause to be levied upon the property, and the amount so levied shall come to be a part of the amount of the debt due and owing to the trustee. Interest shall accrue to be levied upon the principal amount of any sum due and owing to the trustee. Interest shall accrue from the date of default and continue to accumulate after the date of default and shall be paid to the trustee as aforesaid; provided, however, that if the trustee does not receive the same and place it in his trust fund, he may deduct the same and place it in his trust fund.

13. After default and any loss to the trustee or the holder of any interest in the property, the trustee may pay the entire amount of the indebtedness secured thereby (less the amount of any sum deposited by the grantor) to the holder of any interest in the property or to the trustee's attorney or to the United States, payable at the time and place of sale of such property by public sale and from time to time there-

forward 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 property as aforesaid, but without any covenant or warranty, express or implied. The record in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the trustee but including the grantor and the beneficiary, may purchase at the sale.

14. 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 or the trust deed or to his successor in interest entitled to such surplus.

15. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment and without reference 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.

16. 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.

17. 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 holder of the note secured hereby, whether or not named as a beneficiary herein. In recording 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,

the grantor has hereunto set his hand and seal the day and year first above written.

John R Judkins (SEAL)

Ola Fern Judkins (SEAL)

STATE OF OREGON
County of Klamath

18th

September

1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named JOHN R. JUDKINS AND OLA FERN JUDKINS, Husband and Wife

to me personally known to be the identical individuals who signed and delivered 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 seal the day and year last above written.

Bernard V. Brown
Notary Public for Oregon
My commission expires: 11-17-78

Loc No.

TRUST DEED

TO

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Grantor

Beneficiary

At the Recording Forum, The
KLAMATH FIRST FEDERAL
AND LOAN ASSOC., ATTN:

I DON'T SEE THIS
SPECIAL PRESERVED
FOR RECORDING
LABEL IN COUNTY
THIS WHERE
USER I

STATE OF OREGON
County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of September, 1978, at 3:51 o'clock P. M., and recorded in book M78 on page 21223 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Bernard V. Brown

Deputy

Fee \$6.00

REQUEST FOR FULL RECONVEYANCE

To be used only where obligations have been paid.

TO: All Lenders, Securitizers, etc.

This undersigned is the legal owner and holder of all indebtedness incurred by the foregoing trust deed. All sums secured by said trust deed are fully paid and satisfied, to the person or group of any sums owing to you under the terms of said trust deed or indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed), and to recouvery, we desire.

RECEIVED

100

Klarmath First Federal Savings & Loan Association, Beneficiary

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