

4. The trustee shall hold and hold in possession of said property, the collection of such taxes, taxes and profits on the proceeds of the sale and other income and profits on disposition of same for the filing of a charge of the property, and the application or release thereof, as shall be, shall not duty to make any default on notice of default hereunder or otherwise any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied in with such person's duty notice concerning the purchaser as would ordinarily be required of a real estate agent and shall pay beneficiary a specified charge.

6. There is of the sum of one hundred and twenty dollars to be paid by the trustee in payment of any indebtedness secured hereby or by performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to him a trustee of 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 a sum of one hundred and twenty dollars and documents evidencing a right to be secured hereby, whereupon the trustee shall file the same with the clerk of the court 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 as 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 and expenses not in excess of 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 expiration of said notice of default and filing of said notice of sale, the trustee shall sell said property at the time and place fixed by him to said notice of sale, either as a whole or in separate parcels, and to such other as he may determine as 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 advertisement on such time and place as sale and from time to time thereafter to postpone the sale by public advertisement.

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 to 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 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 to make 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 assigns, 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.

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on the 18th day of 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 named individual. Seemed 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 official seal the day and year last above written.

Ronald V. Brown
Notary Public for Oregon
My commission expires: 11-12-78

Loan No.	STATE OF OREGON	} ss.
	County of Klamath	
TRUST DEED		
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.		
TO Grantor KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary Also Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION		
(DON'T SEE THIS SPACE? RESERVE FOR RECORDING LABEL IN COUNTY WHERE USED.) Witness my hand and seal of County affixed. Wm. D. Milne County Clerk By <i>Bernetha H. Fetsch</i> Deputy Fee \$6.00		

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William D. Milne, Notary

The undersigned is the holder 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 notified, as payment to you of any sums owing to you under the terms of said trust deed or pursuant to notice, or consent of all holders of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and as necessary, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the deed.

Klamath First Federal Savings & Loan Association, Beneficiary