Loan #01-41682 KC/T K-31111	m 2311 5
	Vol. 78 Page
DELED 56762 TRUST	October , 19 78 , between
THIS TRUST DEED, made this 13thlay of DALE M. HAYDEN AND LILLIAN W. HA	YDEN Husband and Wife
DALE M. HAYDEN AND LILLIAN W. HA	, as grantor, William & Sisemore , as trustee, and , as grantor, William & and of Klomath Falls, Oregon, a corporation organized and
existing under the laws of the United States, as beneficiar	
In Annual Occupition (Includes) WITNES	onveys to the trustee, in trust, with power of sale, the
property in Klamain County, Crossing	
Lot 1 in Block 301 of Darrow Ad	dition to the City of Klamath
Falls according to the official office of the County Clerk of M	lamath County, Oregon.
	가 있는 것은 것이 있는 것이 있다. 같은 것은 같은 것이 있는 것이 있는 같은 것은 것은 같은 것이 있는 것이 있는 것이 같이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 같이 없다. 같은 것이 같은 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는
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	boroditamente.
D	ther with all and singular the appurtenances, tenements, hereditaments, leges now or hereafter belonging to, derived from or in anywise apper- heating, ventilating, air-conditioning, refrigerating, watering and irrigation betted floor covering in place such as wall-to-wall carpeting and lino-
rents, issues, pionis, water remises, and all plumbing, lighting,	nealing, voluncary, in place such as wall-to-wall carpeting and me
apparatus, equipment and intures, dishwashers and other built-in appl leum, shades and built-in ranges, dishwashers and other built-in appl described premises, including all interest therein which the grantor ha	in blinds, floor covering in place such as wall-to-wall carpenny and a blinds, floor covering in place such as wall-to-wall carpenny with the above lances how or hereafter installed in or used in connection with the above is or may hereafter acquire, for the purpose of securing performance of the sum of TWENTY-THREE THOUSAND, TWO HUNDRED to a wall to be
described premises, including on merch and the payment of	the sum of TWENTY-THREE THOUSAND, AND NO/100-
(<u>\$ 23,200,00</u>) Dollars, with interest thereon according to the sensitivity or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and made by the grantor principal and interest beneficiary or order and beneficiary or orde	idences how on heroenter acquire, for the purpose of securing performance of s or may hereafter acquire, for the purpose of securing performance of the sum of TWENTY-THREE THOUSAND, TWO HUNDREI here is of a promissory note of even date herewith, payable to the being payable in monthly installments of \$214.20 commoncing being payable in monthly installments of \$214.20 commoncing definult, any balance remaining in the reserve account shall be credited to the includences. If the reserve account for taxes, assessments, insurance premiums
This trust deed shall further secure the payment of such additional money if any, as may be loaned hereafter by the beneficiary to the granicor or other if any, as may be loaned hereafter by the beneficiary to the granicor or other having an interest in the above described property, as may be evidenced by note or notes. If the indebtedness secured by this trust deed is evidenced that one other that beneficiary may credit payments received by it up more than one note, the beneficiary may eredit payments received by it op any of said notes or part of any payment on one note and part on another as the beneficiary may dett.	default, any balance remaining in the reserve account shall be credited to the sinductedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges and other charges is not sufficient pay the deficit to the beneficiary upon the tax become due, the grantor shall pay the deficit domand the beneficiary upon the deficit of the domand the beneficiary upon the taxes of the domand the beneficiary upon the deficit of the domand the beneficiary upon the domand the domand the beneficiary upon the domand the domand the beneficiary upon the domand the beneficiary upon the domand the beneficiary upon the domand the domand the beneficiary upon t
if any, as may be loaned hereafter of described property, as may be evidenced by having an interest in the above described property, his trust deed is evidenced to note or notes. If the indebiedness secured by this trust deed is evidenced to	indubtedness. If the reserve accounts any time for the payment of such charges and other charges is not sufficient at any time for the deficit to the beneficiary upon as they become duc, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the definition secured hereby.
more than one note; that beneficial, may be not and part on another any of said notes or part of any payment on one note and part on another as the beneficiary may elect.	ry may at its option thereby. boligation secured hereby. Should the grantor fail to keep any of the foregoing covenants, then the should the grantor fail to keep any of the foregoing covenants, then the
as the beneficiary may deck The grantor, hereby covenants to and with the trustee and the beneficial herein that the said premises and property conveyed by this trust deed a herein that the said premises and that the grantor will and his held free and and administrators shall warrant and defend his said title there executes the claims of all persons; whomsover.	re beneficiary had a to be at the rate specified in the note, shall be reproduced. In re, for shall draw interest at the rate specified by the lien of this trust deed. In
free and clear of all encounters shall warrant and defend his said title there executors and administrations shall warrant and defend his said title there against the claims of all persons whomsoever.	
The grantor covenants and agrees to pay said note accounting to the again the grantor covenants and agrees to pay said other charges levied again and when due, all taxes, assessments and other charges having p	The grantor further agrees to comply with all laws, or infinitely, it pay all costs, re-
The grantor covenants and agrees and there charges level again thereof and, when due, all taxes, assessments and other charges level again shid property; to keep said property free from all encumbrances having p shid property; to keep said property free from all encumbrances from the d cedence over this trust deed; to complete all buildings in course of constructed or hereafter constructed on said premises within six months from the d or hereafter constructed on said premises within six months from the d	the fields and expenses of this trust, including the tops of the connection with of the other costs and expenses of the trustee incurred in connection with of the other costs and expenses of the trustee's and attorney's fees actually incurred in an foreing this obligation, and trustee's and attorney is feel actually incurred
hereof or the date construction is includer any building or improvement promptly and in good workmanilke manner any building or improvement add property which may be damaged or destroyed and pay, when due, add property which may be damaged or destroyed and pay.	the other costs and expenses of the discontinuous for a formal pincurred in enforcing this obligation, and trustee's and attorney's fees actually incurred appear in and defend any action or proceeding purporting to affect the secur- al to appear in and defend any action or proceeding purporting the securation of the securation of the securitary or trustee; and to pay al all the free of the rights or powers of the beneficiary or trustee; and to pay al- costs and expenses, including cost of evidence of title and attorney's fees in a costs and expenses, including cost of evidence of title and attorney's fees in a cost and expenses, including cost of evidence of title and attorney's fees in the transmission of the secure of the secure of the secure of the secure which the beneficiary or trustee may appear and in any suit brought by bene or ficiary to foreclose this deed, and all said sums shall be secured by this trus free deed.
costs incurred therefor; to know business or materials unsatisfactory times during construction; to replace any work or materials unsatisfactory times during within fifteen days after written notice from beneficiary of s beneficiary within fifteen days after written notice from beneficiary of s	the reasonable sum to be fixed by the court, in any such brought by bene ther which the beneficiary or trustee may appear and in any suit brought by bene ther which the beneficiary or freedom and all said sums shall be secured by this trus
interest and the set of the se	or includy whether the second that the grantor on written request therefor a second the second that shall not be obligated or required to furnishes
no waste of said premises; too keep all culture provide the said against now or hereafter erected on said premises continuously insured against by fire or such other hazards as the beneficiary may from time to time requery by fire or such other hazards.	The beneficiary will furnish to the grantor on written request the terms ince, annual statement of account but shall not be obligated or required to furnis tion any further statements of account.
in a sum not less than the original principal succeptable to the b secured by this trust deed, in a company or companies acceptable to the b fidary, and to deliver the original policy of insurance in correct form and fidary, and to deliver the original policy of insurance in correct form and	interest with it is mutually agreed that: with i. In the event that any portion or all of said property shall be take with i. In the event that any portion or all of said property shall be inder the right of emiment domain or condemnation, the beneficiary shall have inder the right of emimence, prosecute in its own name, appear in or defend any as if the right for some event in the own name, appear in or defend any as if the right of some event is a some or in the own name of the own in the own of the own is a some of the own of the own is a some of the own own of the own of the own of the own own own of the own own own of the own
approved loss payable clause in invol to business of the beneficiary at premium paid, to the principal place of business of the beneficiary at fifteen days prior to the effective date of any such policy of insurance.	with index in the event that any portion of all ot the beneficiary shall has least under the right of eminent domain or condemnation, the beneficiary shall has if the right to commence, prosecute in its own name, appear in or defend any as the right to commence, prosecute in its own name, appear in or defend any as the owner the right to commence, prosecute in the owner of attlement in connection with the second s
beneficiary within fitteen distroy any building or improvements now of nereal fact; not to remove or destroy any building and improvements now constructed on said promises; to keep all buildings and to commit or su hereafter erected upon said property in good repair and to commit or su no waste of said premises; to keep all buildings, property and improvem no waste of said premises; to keep all buildings, property and improvem no waste of said premises; to keep all buildings, property and improvem no waste of said premises; to keep all buildings, property and improvem now or hereafter erected on said premises continuously insured against by fire or such other hazards as the beneficiary into the note or oblight in a sum not less than the original policy of insurance in correct form and fidary and to deliver the original policy of insurance in correct form and fidary and to deliver the original policy of insurance in correct form and fidary and to deliver principal "pince" of business of the beneficiary. attached and approved loss "payable clause in favor of the beneficiary attached and said policy of insurance is not so tendered; the beneficiary in its said policy of insurance is not so tendered; the beneficiary, which insur discretion obtain insurance for the benefit of the beneficiary, which insur shall be non-cancellable by the grantor during the full term of the policy obtained.	ance "wich taking and, if it so elects, to require difficult are in excess of the amount by payable as compensation for such taking, which are in excess of the amount by quired to pay all reasonable costs, expenses and attorney's fees necessarily pa quired to pay all reasonable costs, expenses and attorney's necessarily pa the present of the cost of the cost of the part o
obtained. In order to provide regularly for the prompt payment of said taxes, as In order to provide regularly for the prompt payment of said taxes, as	payable as compensation to such expenses and attorney's feet necessarily paid quired to pay all reasonable costs, expenses and attorney's feet necessarily iscess or incurred by the grantor in such proceedings, shall be paid to the beneficia y to and applied by it first upon any reasonable costs and expenses and attorney of feets necessarily paid or incurred by the beneficiary in such proceedings, and the off sets necessarily paid or incurred by the beneficiary in such proceedings and the paid the set of the set

It is mutually agreed that: 1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any ac-tion or proceedings, or to make any couler that all or any portion of the money myshel as compensation for such taking, which are in excess of the amount re-myshel as compensation for such taking, which are in excess of the amount re-duired to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and three halance applied upon the indebtedness scanted hereby; and the grantor agrees, at its own expense, to take such actions end execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary request. 2. At any time and from time to time upon white event and the second

request. 2. At any time and from time to time upon written request of the bene-ficinry, payment of its fees and presentation of this deed and the note for en-dorsement (in case of full reconveyance, for eancellation), without affecting the idorsement (in case of full reconveyance) for eancellation, without affecting the consent to the making of any map or plat of said property; (h) join in granting consent or creating and restriction thereon, (c) join in any subordination any essement or creating and restriction thereon, (c) join in any subordination without warranty, all or any part of the property. The grantee in any reconvey-without warranty, all or any part of the property. The grantee in any reconvey-matce may be described as the "person or persons legally entitled thereto" and the recitas therein of any matters or faits shall be conclusive proof of the truthfulmeas thereot. Truster's fers for any of the services in this paragraph shall be \$3.00.

shall be 45.00. 3. As additional security, grantor hereby assigns to heneficiary during the continuance of these trusts all rents, issues, royalites and profits of the pro-terity affected by this deci and of any personal property located thereon. Until perty affected by this deci and of any personal property located thereon. Until intervention shall dohuit in the payment of any indebitedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to col-lete all such rents, issues, royalities and profits search of prior to default as they become due and payable. Upon any default regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the same, less costs and exponents of any including reason-able attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

obtained. In order to provide regularly for the prompt payment of said taxes, assess-ments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable one-twelfth (1/12th) of the taxes, assessments and with respect to said property within each succeed other charges due and payable with respect to said property within acat succeed other charges due and payable with respect to said property within acat succeed ing weive months, and also one-thirty-sixth (1/32th) of the insurance premi-may may be with respect to said property within each succeeding three years while his trust deed remains in effect, as estimated and directed by the beneficiary, such sums to be credited to the principal of the loan until required for the ion; or, at the option of the beneficiary, without interest, to pay said premiums, taxes, massaucuts or other charges when they shall become due and payable. While the granter is the same taxes of the same taxes in the same taxes.

while the grantor is to pay any and all taxes, assessments and other While the grantor is to pay any and all taxes, assessments and other charges levied or to bear interest and also to pay promume bar all insurance the same begin to property, such payments are to be made buneficiary to pay ficiary is all taxes, assessments and other charges levied or imposed against any and all taxes, assessments and other charges levied or imposed against any and attaxes, assessments or other surges, and to pay fici-by the collector of such taxes, assessments or other surges, and to pay the by the collector of such taxes, assessments or other surges, and to pay the by the collector of such taxes, assessments or other surges, and to pay the he insurance president in the amounts about on the surges, and to pay the prime surger of the insort or withdraw the sums purpose. The grantor agrees in a covent; to hold the beneficiary responsion out of a defect in any in-turance policy, and the beneficiary hereby lowing suthorized. In the creant of any invariance or for any loss or damage growing out of a defect in any in-such insurance receipts upon the obligations secured by this trust deed. In a computing the amount of the obligations secured by this trust deed. In a property and the amount of the beneficiary hereby the beneficiary after and in any invariance receipts upon the obligations as the stifue to tay as the stifue to a stifue to a stifue the amount of the index the property by the beneficiary after full or upon sale or other acquisition of the property by the beneficiary after the or other such the such the property and the property after the or other such the such the property is the stifue taxet defined. In the or other and the such the property is the beneficiary after the or other acquisition of the property by the beneficiary after the or other acquisition of the property by the beneficiary after the or other acquisition of the property by the beneficiary after the or other acquisition of the

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This is to centry that on this 13 ²⁴ day d October 19.78, before me, the undersigned. Noncy Pack M. H. HAYDEN AND LITITAN W. HAYDEN, HUSDAND, and Wife memory of the second by book second by book second by the second by book b	STATE OF OREGON 1		eller W. Har Do.
Best evented by higher to be the idonated individued numed in card, with best one in a concerned in card who second the foregoing instrument and acknowledged to use the by the instrument of the uses and purposes therein expressed. PLOY second the instrument of the uses and purposes therein expressed. PLOY second the instrument of the uses and purposes therein expressed. PLOY second the instrument of the uses and purposes therein expressed. PLOY second the instrument of the uses and purposes therein express. PLOY second the instrument of the uses and purposes therein express. PLOY second the instrument of the uses and purposes therein express. PLOY second the instrument of the uses and purposes therein express. PLOY second the instrument of the use instrument of and the instrument of the use of the use instrument of the use instrument of and the instrument of the instrument of the use instrument of the use of the	Notice Bubli		
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Noticy Public for Organ My commission expires: No construction State of the spirit	THE GOOD AND STREET	al my hand and affixed my notarial	eapressed. seal the day and year last above written.
Loam No. STATE OF OREGON { TRUST DEED State of County of Klamath { Image: State of County of Klamath { State of County of Klamath { Image: State of County of Klamath { State of County of Klamath { Image: State of County of Klamath { State of County of Klamath { Image: State of County of Klamath { State of County of Klamath { Image: State of County Count	and the second	Notary Public for	Oregon
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Image: second	and so the upon destroy and an and all and	 A. Martin Strongeneral and American Internet Automatic systems of the American Strongeneral American Methods of American American Methods of American American Methods of American	STATE OF OREGON SS.
Klamath Falls, Oregon County Clerk By Munetha Multicum Deputy Fee \$6,00 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. William Gamong, Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed to be fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed t deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the to you herewith together with said t deed and to reconvey. Without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the	FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St	(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE	day of <u>October</u> , 1978, at 3:22o'clock P. M., and recorded in book <u>M78</u> on page 23115 Record of Mortgages of said County. Witness my hand and seal of County affixed.
REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. William Gamong, Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed to be fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or t deed and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the e.	Klamath Falls, Oregon	and a strate of a source of the second	By Deinetha Afelsch
REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. William Gamong, Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed such to statute, to cancel all systemes of indebtedness secured by and trust deed (which are delivered to you under the terms of said trust deed or t deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the e.	TOR I HE DIGCH SOL C		Fee \$6.00
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or t deed and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the	Contra p Finnap Contra cropp To be use	ST FOR FULL RECONVEYAR	CE padd
	The undersigned is the legal owner and holder of a re been fully, paid and satisfied. You hereby, are dire- suant to statute, to cancel all evidences of indebtedne it deed) and to reconvey, without warranty, to the p le.	Il indebtedness secured by the foregoin cted, on payment to you of any sums as secured by said trust deed (which arties designated by the terms of said	
	D. GOLOX.		

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DATED:

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solution be due that he origins occurred and interpry cure the default. 9. After the lapse of such time as may then be required by law following the reachain of said notice of default and giving of said notice of saie, the prustee state and a such a such a such and a such and a such and a such of saie, all said property at the time and giving of said notice of saie, the of saie, all said property at the time and giving of said notice of saie, the of saie, all said property at the fighest bidder and in such order as he may de-termine, as a whole or in separate parcel, in lawful money of the any portion a payable at the time of saie. Trusts cash, in lawful money of the saie and from time to time thereafter may postpone the saie by public an-

requires up taw.

6. Time is of the essence of this instrument and upon default by the agreement hereunder, the beneficiary may declare all sums secured hereby or in performance of any indentedness secured hereby or in performance of any mediately due and payable by delivery to the trustee of written nucle of default duly filed for record. Upon delivery to the trustee of written and election to sell the trust property, which notice trustee shall be the trustee will be the beneficiary be and the trustee shall fit the trustee written and election to sell the trust the trustee this trust deed and all promissory trustees what documents evidencing expenditures secured hereby, whereupon the required by law.

5. The grantor shall notify beneficiary in writing of any sale or con-tract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as a service charge.

4. The entering upon and taking possession of said property, the collection is such rents, issues and profits or the proceeds of fire and other insurance polities or compensation or awards any taking or damage of the property, and fault or notice of default hereunder or invalidate any act done pursuant to such notice.

12. This deed applies to, inures to the benefit of, and binds all parties bereto, their heirs, legates devises, administrators, executors, successors and pledgee, the beneficiary" shall mean strators, executors, successors and pledgee, the other becauted hereby, whether of not named as a beneficiary outline gender includes the feminine and/or neuter, and the singular number in-cludes the plugat. IN WITNESS WHEREOF, said granter has hereunto set his hand and-seal the day and year first above written.

11. Tristee accepts this trust when this deed, duly executed and acknow-ledged is marke a public record, as provided by law. The trustee is not obligated 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.

deed or to his successor in interest entitled to such surpus. 10. For any reason permitted by law, the beneficiary may from time to successor trustes as successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without con-and duties conferred upon any trustee herein named or appointed hereunder. Each such appointed here upon any trustee herein named or appointed hereunder. Each by the beneficiary, containing reference time to the duties there and its place of county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

and the nenericiary, may purchase at the saie. 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 reasonable charge by the attorney. (2) To the obligation secured by the trust deed! (3) To all persons having recorded liens subsequent to the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest emitted to such surplus.

nonncement at the time fixed by the precoding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, convering the pro-perty so sold, but without any covenant or warranty, express or implied. The recitais in the deed of any matters or facts shall be conclusive proof of the and the beneficiary, may purchase at the sale.

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