

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**22. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**23. Substitute Trustee.** In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**24. Use of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

**25. Attorney's Fees.** As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Rodger W. Mc Keehan*  
RODGER W. MC KEEHAN —Borrower

*Janet K. Mc Keehan*  
JANET K. MC KEEHAN —Borrower

STATE OF OREGON, ..... KLAMATH ..... County ss:

On this 15 <sup>th</sup> day of January, 1979, personally appeared the above named RODGER W. MC KEEHAN AND JANET K. MC KEEHAN and acknowledged the foregoing instrument to be THEIR voluntary act and deed.

(Official Seal)

My Commission expires: 2-3-79

Before me:

*Lu. D. Nelson*  
Notary Public for Oregon

#### REQUEST FOR RECONVEYANCE

To TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: .....

(Space Below This Line Reserved For Lender and Recorder)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 15th day of January A. D. 1979 at 3:10 clock P.M., and

fully recorded in Vol 479, of Mortgages on Page 1031

Wm D. MILNE, County Clerk

*Bernetha D. Nelson*

Fee \$12.00

Until a change is requested, all tax statements shall be sent to the following address: MR. AND MRS. CHARLES L. TOLLESON

61037

K-31385

ROUTE 5 BOX 1072 KLAMATH FALLS, OREGON 97601

MEMORANDUM OF CONTRACT

Vol. 779 Page 1085

KNOW ALL MEN BY THESE PRESENTS, That on the 12 day of January, 1979, J. E. IVIE and BERTHA R. IVIE, husband and wife, appearing therein as Sellers, entered into a contract to sell real property with CHARLES L. TOLLESON and ELFIE V. TOLLESON, husband and wife, appearing therein as Buyers, for the sale of the following described real estate situated in the County of Klamath, State of Oregon:

The following described real property situate in Klamath County, Oregon:

Beginning at a point of the Westerly right-of-way line of the Dalles-California Highway which bears North 89° 49' West along the East-West quarter line a distance of 489.5 feet and thence South 6° 02' West along the Westerly right-of-way line of the Dalles-California Highway a distance of 600.3 feet from the center of Section 7, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, and running thence: North 89° 49' West parallel to said quarter line a distance of 486.54 feet to a point; thence South 6° 02' West a distance of 90 feet to a point; thence South 89° 49' East parallel to the above-mentioned quarter line a distance of 486.54 feet to a point which is on the Westerly right-of-way line of the Dalles-California Highway; thence North 6° 02' East along said Westerly right-of-way line a distance of 90 feet to the point of beginning in the NE¼ of SW¼ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO: Restrictions, reservations, rights of way of record and those apparent on the land.

That the Buyers in said contract agreed to pay Sellers the sum of \$16,000.00 for said real property, and said sum is the true and actual consideration for said sale.

SELLERS:

Joseph E. Ivie

Bertha R. Ivie

BUYERS:

Charles L. Tolleson

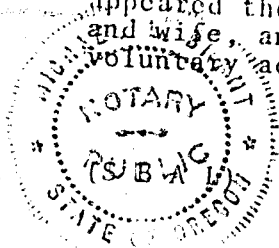
Elfie V. Tolleson

STATE OF OREGON )

County of Klamath )

ss.

Before me this 15<sup>TH</sup> day of January, 1979, personally appeared the above-named J. E. IVIE and BERTHA R. IVIE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Michael L. Grant  
Notary Public for Oregon  
My Commission Expires: 1-26-81

STATE OF OREGON       )  
                              ) ss.  
County of Josephine )

1086

Before me this 11<sup>th</sup> day of January, 1979, personally  
appeared the above-named CHALRES L. TOLLESON and ELFIE V. TOLLESON,  
husband and wife, and acknowledged the foregoing instrument to be  
their voluntary act and deed.

(S E A L)

Edwin L. Lonsdale  
Notary Public for Oregon  
My Commission Expires: Sept 14, 1979  
31-14979  
3-10-10

Return to KCTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of Klamath County Title Co.  
this 15th day of January A. D. 1979 at 3:10 o'clock P. M., and  
duly recorded in Vol. M79 of Deeds on Page 1085  
Fee \$6.00  
By Wm D. MILNE County Clerk  
Bernetha G. Gotsch