

3. As additional security, grantor hereby assigns to beneficiary during the term of this trust all rents, issues, royalties and profits of the property affected by these trusts and of any personal property located thereby. The grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default, and to become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the said property, or any part thereof, in its own name sue for and collect all of the rents, issues and profits, including those past due and unpaid, and may apply to the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate 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 it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant 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 the agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of a written notice of default and election to sell the trust property, which notice trustee received by the beneficiary shall deposit with the trustee of default and election to sell, the trust deed and documents evidencing the indebtedness secured hereby, and 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 Trustee's sale, the grantor or other person so 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 this obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than 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 recording 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 an-

nouncement 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 so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters 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 trustee; (2) To the obligation secured by the trust deed; (3) To all persons having claims against or liens subsequent to the interest of the trustee in the trust deed as they may appear in the order of their priorities; (4) The surplus, if any, to the grantor of the deed or to his successor in interest entitled to such surplus.

10. For any

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and in the absence of any appointment by the beneficiary, the trustee named herein shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Upon 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 the 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 this deed. 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.

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 of the deed and owner, including pledgee, of the note secured hereby, whether or not named in the deed. A beneficiary includes the singular and the plural, 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 } ss

THIS IS TO CERTIFY that on this 13th day of July, 19 79, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named GERALD MAYBERRY and GLADYS E. MAYBERRY, husband and wife to me personally known to be the identical individuals named to and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires:

My commission expires:

35

Loan No

TRUST DEED

TO Grantor
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION
Beneficiary

After Recording Return To:
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION



STATE OF OREGON
County of KLAMATH } ss.

I certify that the within instrument
was received for record on the 17
day of July, 1979,
at 3:54 o'clock P. M., and recorded
in book MORTGAGES on page 16920
Record of Mortgages of said County.

Witness my hand and seal of County
affixed

WM. D. MILNE

County Clerk

By Gernetha G. Gotsch
Dep:

FEE: \$ 6.00

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, 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 have 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 pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust 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 same.

Klamath First Federal Savings & Loan Association, Beneficiary.

DATED: _____ 19

by _____

19364

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 14th day of August A. D. 1970 at 10:54 o'clock A.M., and

fully recorded in Vol. 179, of Mortgages on Page 19302

Wm D. MILNE, County Clerk

Fee \$10.50

By Barbara J. Hilch