

**WITNESSETH:**

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these terms the rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Upon the default in the payment of any personal property located thereon. Upon the performance of any agreement hereunder, grantor shall retain the right to all such rents, issues, royalties and profits earned prior to the right to collect may at any time without notice either by the grantor hereunder, the beneficiary may be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured hereunder, either by agent or by a representative of the beneficiary, including the beneficiary's own name sue for or otherwise recover the costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereunder, and in such order 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 such notice.

5. The grantor shall notify beneficiary in writing of any sale or conveyance of the above described property and furnish beneficiary on a 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 any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby whereupon 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 the 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 announcement.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

California

STATE OF OREGON

County of SANTA BARBARA

Barbara

THIS IS TO CERTIFY that on this 20th day of November

Notary Public in and for said county and state, personally appeared the within named

Harry Yockey, The Yockey Family Trust

to me personally, known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that he 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 notary seal the day and year last above written.



OFFICIAL SEAL  
ROBERT FERMIN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
SANTA BARBARA COUNTY

My Commission Expires July 28, 1980

Notary Public for Oregon

My commission expires:

July 28 - 1980

## 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.

BE IT REMEMBERED, That on this 29th day of November, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Raymond D. Bixler

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Notary Public for Oregon  
My Commission expires 3-8-83

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 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 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 vacancy 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 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 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 pledgees, 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.

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

Notary Seal of Robert Fermin, Notary Public for Oregon, Santa Barbara County.

Dated May 19, 1979

1979 before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named

Harry Yockey, The Yockey Family Trust

to me personally, known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that he 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 notary seal the day and year last above written.

Notary Public for Oregon

My commission expires:

July 28 - 1980

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument

was received for record on the 29th

day of November, 1979,

at 3:56 o'clock P. M., and recorded

in book M79 on page 27745

Record of Mortgages of said County.

Witness my hand and seal of County

affixed.

Wm. D. Maine, County Clerk

County Clerk

By Bernetha Shetch Deputy

Notary Seal of Bernetha Shetch, Notary Public for Oregon, Klamath County.

My Commission expires 3-8-83