

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

Place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at one parcel or in separate parcels and shall sell the parcel or parcels and one parcel or the highest bidder for cash, payable at the time of sale. Trustee auction to the purchaser its deed in form as required by law conveying the property on sold, but without any covenant or warranty, express or the property on sold, but without any covenant or warranty, express or the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, instituting the concentration of the trustee and a reasonable charge by trustee shallow the compensation of the trustee and a reasonable charge by trustee having recorded liens subsequent to the interest of the trustee in the rust having recorded liens subsequent to the interest of the trustee in the rust apply it and the franching trecorded liens subsequent to the interest of the trustee in the rust surplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time impoint a successor or successors to any trustee named herein or to any conversor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all fulle, conveyance to describe the successor trustee, the latter shall be vested with all fulle, or the successor trustee, the latter shall be vested with all fulle, or the successor trustee, the latter shall be vested with all fulle, in the latter hereunder. Each such appointment and substitution shall be neade by writer hereunder. Each suck appointment and substitution shall be neade by writer and its place of the coord, which, when recorded in the office of the County and its place of the county or counties in which the property is silicated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and neknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of public record as provided by law. Trustee is not required to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE. The Trust Dead Act provides that the trustee hereunded aust be either an attomar, who is an active member of the Oregon State Bar, a bunk, trust rempany or savings and loan association authorized to do business under the laws of Oregon of the United States, a title insurance company authorized to insure title to real or savings and loan association authorized to do business under the laws of Oregon of the United States or any agency thereof, or an escrow agent licensed under ORS 696.505, to 676.585.

3356

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

This deed applies to, inuxes to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract 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 the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (o) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Londing Act and Regulation Z, the beneficiary MUST comply with the 1/ct and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this rootice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (OFS 93,490) STATE OF OREGON. STATE OF OREGON, County of County of ... Klamath March 16 , 19 Personally appeared Personally appeared the above named. and who, each being first duly sworn, did say that the former is the..... Cora L. Gordinho president and that the latter is the The state of the s a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. and acknowledged the foregoing instru-Beidre me: Before me: (OFFICIAL Seels () Notary Public for Oregon Mancommission expires: Notary Public for Oregon 5-6-84 (OFFICIAL My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. ..., 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 ratisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statue, 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 hald bytyou under the same. Mail reconveyance and documents to DATED:, 19 Beneficiary Do not loss or destroy this Trust Deed CII THE MOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m TRUST DEEL) graph of order to life the STATE OF OREGON (FORM No. BB1) County of Klamath ss. I certify that the within instrument was received for record on the adh sh sank daa 17 day of March 1982 ar.3:31 o'clockP...M., and recorded SPACE RESERVED in book/reel/volume No. M 82 on FOR page 3355 or as document/fee/file/ RECORDER'S USE instrument/microfilm No. 10048 , Record of Mortgages of said County. Benet ciary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Evelyn bighn County

theel same