

21046

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits of 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 of a trust for sale of the above described property and furnish beneficiary as form supplied it with such pertinent 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 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 of default and election to sell, duly 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 indebtedness 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 any person so privileged may pay the amount then due on the above trust deed and the obligations secured thereby (including late charges and attorney's fees in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding ~~XXXXXX~~ the amount provided by law) whereupon the trustee shall cancel the deed and give notice of such cancellation to the grantor.

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 at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser the deed in form as required by law, conveying the property as sold, without any covenant or warranty, express or implied. The trustee is 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 payment of the principal of the indebtedness secured by the trust deed, and the expenses of the sale including the compensation of the trustee, and a commission of five per cent of the net proceeds of the sale subsequent to the payment of the principal of the indebtedness secured by the trust deed. (2) To the payment of the interest on the indebtedness secured by the trust deed, as their interests appear in the records of the county clerk of the county in which the property is situated. (3) To the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. Any person permitted by law the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any trustee named herein, and such appointment shall be made 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 and recorded in the county clerk of the county of the county in which the property is situated, and the county clerk of the county shall be the conclusive proof of the validity of such appointment or substitution.

11. The trustee, except this trust when the deed, duly executed and acknowledged, is being recorded as provided by law, the trustee is not obligated to deliver any deed or deed of pending sale until and after the trustee has received in writing from the grantor, beneficiary or trustee shall be a condition precedent to the trustee's obligation to deliver the deed.

12. This deed applies to parties to the trust deed and binds all parties to the trust deed, including successors, administrators, executors and assigns. The term "beneficiary" shall mean the lender and owner, including assigns of the above secured indebtedness, whether or not named as a beneficiary herein. In executing this deed and in executing the contract it requires, the maker of the deed includes the feminine and the number, and the singular number in the word "person".

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

Audie Soyland

(SEAL)

Linda Soyland

(SEAL)

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on this 17th day of December 1984

Notary Public in and for said county and state, personally appeared the within named **AUDIE SOYLAND AND LINDA SOYLAND, husband and wife.**

to me personally known to be the identical individual named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

SEAL

Notary Public for Oregon

My commission expires 4/24/85

Loan No.

TRUST DEED

TO
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

NOT 55225

Fee: \$9.00

STATE OF OREGON

County of Klamath

I hereby certify that the within instrument was recorded for record on the 18th day of December 1984, at 11:33 A.M. and recorded in Book M84 on page 21045 of the Records of Mortgages of said County.

Witness my hand and seal of County Clerk.

Evelyn Biehn, County Clerk

County Clerk

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Suenore, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the instrument recorded above. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums secured by 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 entire now held by you under the same.

DATED:

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By

By _____