

(4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Beneficiary at the earliest date in the event such possession has not previously been surrendered by Grantor(s). And each of the parties hereto agree that the foregoing shall constitute full satisfaction of all obligations of Grantor(s) to Beneficiary under the Deed of Conveyance hereunto referred to.

(5) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated as Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law. The substitution shall be subject to the approval of the court having jurisdiction over the trust.

(6) Upon payment in full by Beneficiary of the unpaid balance of the purchase price of the property, the Trustee shall reconvey to said Beneficiary the above-described premises according to the intent and purpose of the deed of conveyance hereunto referred to.

(7) Should said property on any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

(8) Should Trustor(sell), convey, transfer or dispose of

first had and obtained, then Beneficiary shall have the right, at its option to declare all sums secured hereby forthwith due and payable. Notwithstanding anything in this Deed of Trust, in the event of the termination of the obligations secured by this Deed of Trust, the Deed of Trust shall be deemed to impose on the Grantor (and its obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(10) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements contained in, and all provisions of the Deed of Trust in this Deed of Trust of the singular shall be construed as plural where appropriate.

(11) Invalidity of certain provisions shall not render the entire Deed of Trust void.

(12) The Deed of Trust shall be binding upon the heirs, executors, administrators, successors, grantees, assigns and assigns of the parties hereto and their heirs, assigns and assigns.

(12) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged by all parties hereto, shall not affect the validity and enforceability of any other provisions

(13) The undersigned Grantor(s) requests that this Deed of Trust, or any action or proceeding in which Grantor(s), Beneficiary or Trustee shall be a party, unless brought by Trustee, under any other Deed of Trust, or any action or proceeding in which Grantor(s), Beneficiary or Trustee shall be a party, be recorded in the public records of the County of San Diego, California, and that the recording of this Deed of Trust, or any action or proceeding in which Grantor(s), Beneficiary or Trustee shall be a party, be made a public record as provided by law. Trustee is not obligated to record this Deed of Trust, or any action or proceeding in which Grantor(s), Beneficiary or Trustee shall be a party, unless brought by Trustee.

at the address hereinafter set forth, of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder in writing to

[illegible]

Dec. 17, 1986

Witness _____

Granton Bortner

(SEAL)

Grantor-Borrower

17th

SECOND: To the extent of the interest that on any joint and Glenda M. Tanner personally appeared the above named

~~acknowledged the foregoing instrument to be their~~ ~~voluntary act and deed~~

Notary Public for Oregon
My Commission expires April 17, 1980

REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All

Dated: _____

by you under the name of said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now

[illegible]

By _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before _____

Information before reconveyance will be made.

ST A _____

023252-82

THE DEED OF TRUST & SECURITIES ADVANCES

U.S.

19 the within

FD
37

[illegible]

DEED OF TRUST AND ASSIGNMENT OF BENEFIT

SALES

21064

EXHIBIT "A"

A portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies South 1348.93 feet from the Northwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South 89° 00' 26" East 384.34 feet; thence South 1003.00 feet to a point; thence North 72° 14' 14" West 70.34 feet to a point; thence South 40° 37' 42" West, 155.66 feet; thence South 110 feet more or less, to the North boundary of a tract of land deeded to the State of Oregon by and through its State Highway Commission; thence in a Westerly and Northwesterly direction to the Westerly line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence North to the point of beginning.

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

on this 18th day of Nov. A.D., 19 85
at 3:58 o'clock P. M. and duly recorded
in Vol. M86 of Mrges. Page 21062
Evelyn Biehn, County Clerk
By [Signature]

Fee, \$13.00

Deputy.

Returned to:
Transamerica Financial Service
707 Main St.
Klamath Falls, OR 97601