

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 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 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 expenditures secured hereby, whereupon the trustees 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 the amount provided by law) 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.

STATE OF OREGON

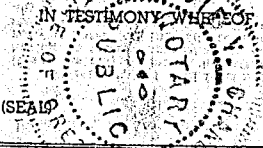
County of Klamath } ss

22nd

THIS IS TO CERTIFY that on this 12th day of January, 1988, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Audie Soyland and Linda Soyland

to me personally known to be the identical individual S 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 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: 7-6-90

Loan No. 39-01333

TRUST DEED

Audie Soyland

Linda Soyland

Grantor

TO

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

P. O. Box 5270

Klamath Falls, OR 97601

(DON'T USE THIS
SPACE) RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON

County of } ss.

I certify that the within instrument
was received for record on the _____
day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book _____ on page _____
Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

County Clerk

By

Deputy

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

1143

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property in Klamath County, Oregon:
PARCEL 1:

Beginning at a point which lies on the Westerly right of way line of the Dalles-California Highway which lies North 89 degrees 49' West a distance of 489.5 feet and South 6 degrees 02' West along the Westerly right of way line of the Dalles-California Highway a distance of 1230.3 feet and North 89 degrees 49' West a distance of 486.54 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 6 degrees 02' West parallel to the Westerly right of way line of the Dalles-California Highway a distance of 90 feet to a point; thence North 89 degrees 49' West parallel to the East-West quarter line a distance of 385.0 feet to a point which lies on the Easterly right of way line of the New Highway; thence in a Northwesterly direction following the Easterly right of way line of the New Highway a distance of 91.5 feet to a point; thence South 89 degrees 49' East parallel to the East-West quarter line a distance of 403 feet more or less to the point of beginning, in the N1/2 of the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

PARCEL 2:

Beginning at a point on the Westerly right of way line of the old Dalles-California Highway which lies North 89 degrees 49' West a distance of 489.5 feet and South 6 degrees 02' West along the Westerly right of way line of the old Dalles-California Highway a distance of 1330.3 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, and running thence: Continuing South 6 degrees 02' West along the Westerly right of way line of the old Dalles-California Highway a distance of 60.3 feet to a point; thence North 89 degrees 49' West parallel to the East-West quarter line a distance of 844 feet to a point on the Easterly right of way line of the new Dalles-California Highway; thence in a Northwesterly direction along the Easterly right of way line at the new Dalles-California Highway a distance of 61 feet to a point; thence South 89 degrees 49' East parallel to the East-West quarter line a distance of 871.34 feet more or less to the point of beginning, in the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

Beginning at a point on the Westerly right of way line of the Dalles-California Highway which lies North 89 degrees 49' West a distance of 489.5 feet and South 6 degrees 02' West along the Westerly right of way line of the old Dalles-California Highway a distance of 1380.6 feet from the iron pin which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, and running thence: South 6 degrees 02' West along the Westerly right of way line of the old Dalles-California Highway a distance of 180 feet to a point; thence North 89 degrees 49' West a distance of 786.54 feet to a point which lies on the Easterly right of way line of the new Highway; thence in a Northwesterly direction following Easterly right of way line of the new Dalles-California Highway a distance of 182.98 feet to a point; thence South 89 degrees 49' East a distance of 844 feet more or less to a point of beginning, in the S1/2 of the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

EXCEPT THAT PORTION described as follows:

Beginning at a point in the SE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, which is North 89 degrees 49' West 489.5 feet to the Westerly right of way line of the old Dalles-California Highway; thence South 6 degrees 02' West along the said highway right of way line, a distance of 1,560.6 feet, and thence North 89 degrees 49' West, 486.54 feet, from the center one-quarter corner of said Section 7, which point of beginning is the southwest corner of a parcel of land described in a deed recorded in the Klamath County Deed Records, Volume 233 at page 170; thence North 89 degrees 49' West 299.46 feet, more or less, to the Easterly right of way line of the new Dalles-California Highway; thence North 11 degrees 37' West along said highway right of way line, a distance of one (1) foot; thence North 85 degrees 39' East 302.64 feet, to a point on the West line of that parcel of land described in a deed recorded in Klamath County Deed Records, Volume 233 at page 170; thence South 6 degrees 02' West 23 feet to the point of beginning; being a portion of the SE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

Tax Account No.: 3809 00760 05600

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath First Federal Savings & Loan the 22nd day of January A.D., 19 88 at 3:51 o'clock P M., and duly recorded in Vol. M88 of Mortgages on Page 1141.

FEE \$15.00

Evelyn Biehn, County Clerk
By [Signature]