

(4) Grantor(s) agree to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).
(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 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.
(6) Upon payment in full by said Grantor(s) of this indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to (3) 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.

(7) Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
(8) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any 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.
(9) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference to the singular shall be construed as plural where appropriate.

(10) Invalidity of any provision of any provisions herein shall not affect the validity and enforceability of any other provisions.
(11) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, 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 Trust or of any action or proceeding in which Grantor(s), Beneficiary or Trustee shall be a party, unless brought by Trustee.

(12) The undersigned Grantor(s) request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth, if the said Grantor(s) wish that the said Notice of Default and of any Notice of Sale hereunder be mailed to him.

(13) In WITNESS WHEREOF the said Grantor has to these presents set hand and seal.

Signed, sealed and delivered in the presence of

Witness: The undersigned Trustee and (c) other disinterested persons present at the execution of this instrument.

County of Klamath

Or this 28TH day of NOVEMBER 1988

DANIEL LEE SULLIVAN and **MONA J. SULLIVAN**

acknowledged the foregoing instrument to be THEIR voluntary act and deed.

Before me: **Robert Douglass Corman** **NOTARY PUBLIC FOR FULL RECONVEYANCE**

TO TRUSTEES OF RECORD: My Commission Expires **11/1/92**

And you are requested on payment to you of any sums owing to you under the terms of said Deed of Trust. All sums secured by said Deed of Trust have been paid, 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 held by you under the name of said Deed of Trust.

Mail Reconveyance to:

By

By

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

SEE ATTACHED EXHIBIT

STATE OF OREGON

County of Klamath

DEED OF TRUST AND ASSIGNMENT OF BENEFIT

TRUST DEED

11/28/88

3029 403820

EXHIBIT "A"

PARCEL 1:

All of Lot 27, EXCEPTING THEREFROM the Easterly 18.45 feet thereof, WEST PARK ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

AND All of Lot 28, WEST PARK ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM that portion conveyed by Deed Volume M-77 at page 17387, Microfilm Records, as follows:

Beginning at a 1/2" iron pin on the Southeasterly boundary of Lot 29, said WEST PARK ADDITION, said point being 34 feet Northeasterly from the most Southerly corner of said Lot 29; thence Northeasterly along the Southeast boundary of Lots 29 and 28, 46.12 feet to a 1/2 inch iron pin; thence North 15 degrees 59' 26" West 143.40 feet to a 1/2" iron pin; thence Southwesterly along the Northwesterly boundary of Lots 29 and 28 to a 1/2" iron pin 34 feet from the Northwest corner of said Lot 29; thence South 23 degrees 31' 00" East 145.07 feet to the point of beginning.

PARCEL 2:

A portion of Section 26, Township 37 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being described as follows:

All that portion of the NE 1/4 NE 1/4 lying Northeasterly of Hildebrand Market Road.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.
of Nov. A.D. 19 88 at 4:00 o'clock P. M., and duly recorded in Vol. M88
of Mortgages

FEE \$18.00

on Page 20154
By Evelyn Biehn

County Clerk

William M. Henderson