

6. The interest upon and taking possession of said property, the extinction of such title, income and profits of the proceeds of fire and other insurance policies or compensations or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not constitute a fault or notice of default hereunder or constitute any act or omission to such notice.

7. 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 be required if a new loan application and shall pay beneficiary a service charge.

8. If and in all the events of this instrument and any default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums received 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 filed with the court. From delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all preliminary notes and documents evidencing indebtedness secured hereby, whereupon the trustee shall file the same with place of sale and give notice thereof as then required by law.

9. After default and not more than five days before the date set by the trustee for the trustee's sale, the grantor or any 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 obligation and trustee's and attorney's fees and costs, other than such portion of the principal as would be due by the time of default, and the grantor shall be deemed to have satisfied the obligation provided by law.

10. After the lapse of time that 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 as 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 deem proper, at the highest bidder for cash, in lawful money of the United States, payable at the time of sale. The trustee may postpone sale of all or any portion of said property by public announcement at any time and place of sale and then there is then thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property to said, but without any covenant or warranty, express or implied. The trustee in 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.

11. 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 expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

12. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested 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, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

13. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The 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 the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

14. This deed applies to, inures to the benefit of, and binds all parties hereto. The heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note 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/or neuter, and the singular number includes the plural.

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

Gregory Allan Thede (SEAL)
Gregory Allan Thede

Patricia Janet Thede (SEAL)
Patricia Janet Thede

STATE OF OREGON

County of Klamath

THIS IS TO CERTIFY that on this 28th day of September, 1990, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named:

Gregory Allan Thede and Patricia Janet Thede

to me personally known to be the identical individuals 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.



OFFICIAL SEAL
TRACEY V. CHANDLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 00011
MY COMMISSION EXPIRES JULY 21, 1994

SEAL

Notary Public for Oregon
My commission expires: 7-6-94

Loan No. 090-39-01490

TRUST DEED

Gregory Allan Thede

Patricia Janet Thede

Grantor

TO
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Beneficiary

After Recording Return To:

KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION
140 Main Street
Klamath Falls, OR 97601

(DON'T USE THIS
SPACE RESERVED
FOR RECORDING
LABEL IN COUNT-
Y WHERE
RECORDED)

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 S. Moore, 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 return, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the deed.

Klamath First Federal Savings & Loan Association, Beneficiary

by _____

DATED: _____

19____

50133

A parcel of land situated in the SE $\frac{1}{4}$ of Section 30, Township 39 South, Range 10 E.W.M., more particularly described as follows:

Commencing at the quarter section corner common to Sections 29 and 30, said Township and Range; thence S.0°18'51"W. along the East line of said Section 30, a distance of 383.9 feet; thence S.89°22'40"W. a distance of 30.0 feet to the West line of Reeder Road and the true point of beginning of this description; thence S.88°52'20"W. a distance of 1305 feet to the Northeast corner of parcel described in Volume M79 page 20479, Deed records of Klamath County, Oregon; thence S.0°18'51"W. along the East line of last mentioned parcel, a distance of 414.69 feet to the Southeasterly corner thereof; thence N.47°50'E. a distance of 76.69 feet to a 5/8 inch iron pin; thence N.82°28'30"E., 1072.00 feet to a 5/8 inch iron pin; thence S.34°30'E., 37.23 feet to a 5/8 inch iron pin; thence N.89°42'E., 124.45 feet to a 5/8 inch iron pin on the West boundary of Reeder Road; thence N.0°18'51"E. along said road boundary 356.52 feet to the true point of beginning.

Acct. #3910-3000-2200

Key #602226

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath First Federal the 4th day
of Oct. A.D. 1990 at 3:35 o'clock P.M., and duly recorded in Vol. M90
of Mortgages on Page 20132.

FEE \$18.00

Evelyn Biehn. County Clerk

By Pauline Mullendore