It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it is so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, syenness and attorney's tess necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's tess, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel of parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the truste and a reasonable charge by trustee attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to surplus, if any, to the grantor or to his successor in interest entitled to surplus.

surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein descriptions. If the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure stille to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excrow agent licensed under ORS 696.505 to 696.585.

| REQUEST FOR FULL EXCONVEYANCE To be used only when shilpstiens have been pold. Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by sail trust deed have been fully paid and satisfied. You hereby are discreted, on payment to you of any sums owing to you under the terms of said trust deed of pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you hereafth trust deed) and to reconvey, without warranty, lo, the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconvey, without warranty, lo, the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconvey, without warranty, lo, the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconvey, without warranty, lo, the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconvey, without warranty, lo, the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconvey, without warranty, lo, the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconvey, without warranty look and trust deed the state now held by you under the same. Mail reconvey, without warranty look and trust deed the state now held by you under the same. Mail reconvey, without warranty look and trust deed the state now held by you under the same. Mail reconvey, without warranty look and trust deed the trust deed (which are delivered to he trust d | the second of the second secon | to tak Claims of they against spender of the | e aproduktivi oteologi nosti. 1915. se od 1970. 192 |
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PARCEL 1:

That portion of Lot 5, Block 125, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which is 18 feet West from the most Northeasterly corner of said Lot 5, on the U. S. Government Canal right of way; thence Westerly along said Canal 11 feet and 3 inches to a stake in H. E. Delaney's line; thence Southerly 98 feet to a stake in said Delaney's line on U. S. Lateral B Canal; thence Southeasterly along said Lateral B. Canal 62 feet and 6 inches to a stake in R. E. Atkinson's line; thence Northwesterly to the place of beginning.

TOGETHER WITH that portion of property as described in Quitclaim Deed M-75 at Page 8945 which inures to the above described property.

PARCEL 2:

That portion of Lot 4, Block 125, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, EXCEPTING 50 feet from the Westerly end thereof, described as follows:

Beginning at a point in the South line of said Lot 4, 50 feet East of the Southwest corner thereof, and running thence East and Northeast along the Southerly boundary of said Lot 4, 72.1 feet to the Southerly line of the U. S. Government B Lateral Canal right of way; thence Northwesterly along said right of way line to a point 50 feet East at right angles from the West line of said Lot 4; thence South, 53.4 feet to the place of beginning.

TOGETHER WITH that portion of property as described in Quitclaim Deed Volume M-75 at Page 8945, which inures to the above described property.

CODE 1 MAP 3809-33AD TL 1100

STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

| Aspen Title co | 0 |
|---------------------------------|------------------------|
| on this 21st day of | May A.D. 19 91 |
| at 10:39 o'clock | A_M. and duly recorder |
| in Vol. <u>M91</u> of <u>Mo</u> | rtgages Page 9572 |
| Evelyn Biehn C | County Clerk |
| By Quelene | Mullender |
| Fee. \$18.00 | Deputy |