

Loan #0100942865

37046

STATE OF OREGON, ss.  
County of KlamathVol. m91 Page 23323

## RECORDING REQUESTED BY

Klamath 1st Federal  
2943 S. 6th St.  
Klamath Falls, OR. 97601  
Attn: Judy

AND WHEN RECORDED MAIL TO

Name  
Street  
Address  
City  
State  
ZipKLAMATH FIRST FEDERAL S&LA  
2943 SOUTH SIXTH STREET  
KLAMATH FALLS, OREGON 97603

Filed for record at request of:

Mountain Title co.  
on this 6th day of Nov. A.D., 19 91  
at 2:36 o'clock P.M. and duly recorded  
in Vol. M91 of Mortgages Page 23323  
Evelyn Biehn County Clerk  
By Debbie Mulender  
Deputy.

Fee. \$8.00

S USE —

ref. #2737

## DEED OF FULL RECONVEYANCE

The undersigned as Trustee or Successor Trustee under that certain Trust Deed described as follows:

Dated : July 14, 1983

Recorded : July 15, 1983

Fee Number :

Book : M83 Page : 11275

County Of : Klamath

State Of : Oregon

Trustor : Darryl D. Sisto and Melody C. Sisto, husband and wife

Trustee : Transamerica Title Insurance Company

Beneficiary : Shirley K. Hancock

having received from the Beneficiary under said Trust Deed, a written request to reconvey, reciting that the obligations secured by the Trust Deed have been fully satisfied, does hereby grant, bargain, sell and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee(s) under said Deed of Trust.

Date : October 25, 1991

TRANSAMERICA TITLE INSURANCE COMPANY

By [Signature]

State Of Oregon

County Of Multnomah

} ss

October 25, 19 91.Personally appeared James D. Thompson, who being duly sworn did say that he is the Assistant Secretary of Transamerica Title Insurance Company, a Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

Before Me:

[Signature]  
Notary Public for OregonMy Commission Expires: 2-24-93

(Seal)

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be not less than \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the beneficiary may determine.

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 trustee 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

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

THIS IS TO CERTIFY that on this 29th day of October, 19 91, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared the within named Kathleen Eleanor Berry

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 recordation 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 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 so sold, but without any covenant or warranty, express or implied. The recitals 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.

9. 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.

10. 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.

11. 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.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their 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.

Kathleen Eleanor Berry (SEAL)  
Kathleen Eleanor Berry (SEAL)

to me personally known to be the identical individual ( ) named in and who executed the foregoing instrument and acknowledged to me that she 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  
JUDITH L. CALDWELL  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 007236  
MY COMMISSION EXPIRES AUG. 31, 1995

(SEAL)

Notary Public for Oregon  
My commission expires: 8-31-95

Loan No. 0103940286

## TRUST DEED

Kathleen Eleanor Berry

7409 Hilyard Ave.

Klamath Falls, Oregon 97603

Grantor

TO

**KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION**

After Recording Return To:

**KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION**

Beneficiary

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUNTIES  
WHERE USED.)

Fee \$13.00

STATE OF OREGON

County of Klamath SS.

I certify that the within instrument was  
received for record on the 6th day of  
Nov., 19 91,

at 2:36 o'clock P. M., and recorded in  
book M91 on page 23321

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Daniel Mulender 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 \_\_\_\_\_