





which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary, and apportioned by it, first upon any reasonable costs and expenses and attorney's fees, both now secured hereby, and necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness in obtaining such compensation, proportionally upon beneficiary's request.

9. At any time and from time to time upon beneficiary's request, the grantor shall execute such instruments as shall be necessary for the note, for endorsement, and from time to time upon written request of beneficiary, full reconveyance, for cancellation, without payment of its fees and presentation of this deed and the indebtedness, trustee may: (a) consent to the making of any map or plat of the property; (b) join in granting any easement or cross-convey, without warranty; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) legally entitle thereto; and (e) recitals thereof of any matters conducted shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default in performance of the obligations of the grantor, the grantor shall be conclusively bound by the truthfulness thereof. Trustee's

10. Upon any default by grantor hereunder, 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 the property or any part thereof, in its own name sue 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 beneficiary may determine.

11. The entering upon and taking possession of the 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.

~~12. Upon default by or waiver in payment of any indebtedness secured hereby or invalidate any act done pursuant to such notice.~~

~~being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of said "foreclosure" sale as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.7375 to 86.7395.~~

~~13. After the trustee has received notice of default from the borrower, the trustee shall:~~

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure, other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees 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 the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell 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, including a 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 trustee and a reasonable charge by trustee's 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 any successor in interest entitled to such surplus. Beneficiary may from time to time appoint a successor trustee.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee entitled to such surplus, powers and duties conferred upon any trustee herein named or appointed hereunder, the latter shall be vested with all title, made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee, beneficiary or trustee shall be a party hereto of pending, and under any other deed of trust or of any action or proceeding in which grantor, grantor, beneficiary or trustee is a party, unless such action or proceeding is brought by Trustee.

18. Grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully and in fee simple of the real property and has a valid, unencumbered title thereto.

[illegible]

This deed applies to figures to the benefit of and binds all parties hereto, their heirs, legal devisees, administrators, executors, and assigns. The term beneficiary shall mean the holder and owner, including bloodline and stepchildren, of the property described herein, whether or not named as a beneficiary herein.

**IN WITNESS WHEREOF**, the grantor has executed this instrument the day and year first above written.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

*BRUCE E. BRINK*

BRUCE E. BRINK

such word is defined in the Truth-in-Lending Act and Regulations, the beneficiary MUST comply with the Act and Regulations by making required payments; for this purpose use Stevens-Ness form No. 1319, or equivalent, in compliance with the Act; if not required, disregard this notice.

FOR THE LESSOR, STATE OF OREGON, COUNTY OF CLATSOP, CLATSOP COUNTY, OREGON

BRUCE E. BRINK  
Helen Walter  
HELEN WALTER

STATE OF OREGON, County of Klamath, ss.  
 This instrument was acknowledged before me on Sept 22, 1924,  
 by Bruce F. Brink and Helen Wolter, son and mother  
 This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
OFFICE GRAIN

NOTARY PUBLIC - OREGON  
COMMISSION NO. 018718  
BY COMMISSION EXPIRES SEPTEMBER 1988  
OFFICE SEAL  
GENINE JOHNSON  
Notary Public for Oregon

NOTARY PUBLIC FOR OREGON  
My commission expires 9/28/19  
OF OREGON, COUNTY OF CLATSOP

OF OREGON, COUNTY OF KLAMATH ss. The undersigned, Clerk of the County of Klamath, Oregon, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on record at request of: Aspen Title Co March D. 19 94 at 2:20 o'clock P.M. on the 23rd day of March 1994.

March D. 19 94 at 2:20 o'clock P.M. and duly recorded in Vol. 194  
Mortgages on Page 8679  
\$15.00 Evelyn Diehn County Clerk  
By *Evelyn Diehn*

By Paul H. Hirsch <sup>County Clerk</sup>

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