

which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings shall be paid by grantor, and applied by plaintiff upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured by the bond and grantor, unless at its own expense, to take such actions and execute such instruments as shall be necessary to secure payment.

9. At any time and from time to time upon written request of beneficiary, payment of its amount, the note or endorsement (in case of full reconveyance, 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 plan of the 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 thereon; (d) recover, without warranty, all or any part of the property. The granting in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matter or facts shall be conclusive proof of the truthfulness thereof. Trustee's fee for any of the services mentioned in this paragraph shall be not less than \$5.

10. In case of non-payment of the amount due hereunder, trustee may, at any time without notice, either in person, by agent or by a receiver appointed by the court, take possession of the property and apply the same to the payment of the amount due hereunder.

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.

indebtedness secured hereby, and in such order as ~~decreed~~,
11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds
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. If, notwithstanding payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time
is given to grantee to pay all sums secured hereby immediately.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance
being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately
due and payable and may then proceed to foreclose this trust deed in equity as a mortgage or direct the
trustee to proceed to foreclose this trust deed in equity as a mortgage or remedy, either at

12. Upon receipt by the trustee of notice of the essence with respect to such payment and/or performance, 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 or 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, and upon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 85.753 to 85.759.

13. After the trustee has commenced to foreclose 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 85.753, 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 trust deed, including attorney's fees not exceeding the amounts provided by law.

trustee may, at his option, apply the proceeds of sale to payment of (1) the amount of the principal sum and interest due on the note, (2) the amount of the premium, if any, and (3) the amount of the costs and expenses of collection.

15. When trustees sell 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 trustees and a reasonable amount 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 be in the order of their priority and (4) the surplus, if any, to the holder or to any successor in interest entitled to such surplus.

the trust dead; (3) to all persons entitled to receive distributions under the trust in the order of their priority and (4) the surplus, if any, to the trustee or to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment and without convenience, the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed made by written instrument executed by the trustee, which when recorded in the mortgage records of the county or counties in which the property is located, shall constitute notice of the appointment of the successor trustee.

made by written instrument executed by person or persons entitled to receive the property if situated, shall be conclusive in law and equity, and no action may be brought to set aside such transfer.

...island the same against all persons whatsoever.

and that the grantor will warrant and forever defend the same against all persons whomsoever.
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
a) primarily for grantor's personal family or household purposes (see Important Notice below);
b) for an organization, or even if grantor is a natural person, for business or commercial purposes;
his deed applies to the benefit of and binds all relatives, heirs, their heirs, legatees, devisees, administrators, executors,
personal representatives, successors and assigns. The term beneficiary shall mean the trustee and owner, including pledgee, of the contr
secured hereby; whether or not named as a beneficiary herein.
In constituting this trust deed, it is understood that the grantor, trustee and all beneficiary may each be more than one person;
if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall

the day and year first above written.

IN WITNESS WHEREOF the grantor has executed this instrument this 1st day of January, 1979, at the city of New York, State of New York.

If compliance with the Act is not made within the time specified in this notice, the State of OREGON County of Klamath, on APRIL 1, 1913.

LEONARD W. BROWN ACKNOWLEDGES RECEIVED THIS DAY APRIL 1,
1911, WILLIAM M. ZEEB, A CLOTHED MAN, M. ZEEB.

by JULIA M. ZELEN ILLUSTRATED
This is my present to you as a gift.

by

AS
of
a

of
D. C. Allen

OFFICIAL RECORDS OF THE UNITED STATES GOVERNMENT
TOMMY T. ALLEN
GOING TO THE STATE OF ALASKA
31W97

NOTARY PUBLIC - OREGON
COMMISSION NO. 021855
My commission expires 2/4/97

TO COMMISSIONER EXPENSE PER DAY 1977

Digitized by srujanika@gmail.com

STATE OF OREGON - COUNTY OF Klamath

Applied for record after suggestion by Klamath Corp. to company the
U.S. Steel Corp. and fully recorded by U.S. Steel Corp. 1-17-77

11. Saginaw County Clerk
Lansing, Michigan

PPB 4115-00

08-01-09105-13-AW