

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to beneficiary and applied 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 notes for 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 a map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination of the grantee's interest in the property; (d) join in any reconveyance may be described as the "person or persons authorized to execute such instruments as shall be necessary and proper to carry out the purposes of this agreement affecting this deed or the lien or charge thereof; (e) join in any matter or fact which may be conclusive proof of the truthfulness thereof. Trustee shall not be liable for any of the services mentioned in this paragraph shall not be less than \$5.

10. Upon any default by grantor hereunder, beneficiary shall have the right to be appointed by a court, and without legal notice, to take possession of the property or any part thereof and unpaid, and apply the same, less costs and expenses, to the satisfaction of the indebtedness secured hereby, and in such order as beneficiary may determine.

11. The existing upon and taking of any and other insurance policies or compensation thereon, shall not cure or waive any default upon default by grantor in payment of the same.

1. Upon default by grantor in payment of the debt secured hereby, the beneficiary shall have the right to foreclose this trust deed in the manner provided in ORS 86.3. In the event the beneficiary elects to foreclose, the beneficiary elects to foreclose by advertisement and sale, the time and place of sale shall be as then required by law and proceed

13. After the trustee has commenced the sale, the grantor or any other person so obligated 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 was required to be paid by tendering the performance of the obligation or trust deed. In any case in addition to curing the default, the beneficiary shall pay to the trustee and attorney-in-fact the costs and expenses actually incurred in enforcing the obligation of the trust deed together with a date and attestation.

14. Otherwise the sale shall be held on a date and at a time and place designated in the notice of sale or the time to which the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed of any matters of fact shall be competent proof of the truthfulness thereof. Any person, excluding the trustee, but including the

[illegible]

17. Trustee accepts this trust when this deed is duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto if 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 action or proceeding is brought by trustee.

The grantor covenants and agrees to defend with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has valid unencumbered title thereto.

and in fee simple of the real property and has value, unencumbered title thereto

The grantor warrants that the proceeds of the trust created by the above described note and this trust deed are for the personal, family or household purposes (see Important Notice below).

IN WITNESS WHEREOF, the Grantor has executed this instrument, and the same has been acknowledged before me, a Notary Public in and for the State of Texas, on this 11th day of May, 2011.

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

THOMAS H. GASTALDI

John H. Gastaldi
THOMAS H. GASTALDI

THOMAS H. CASTALDI

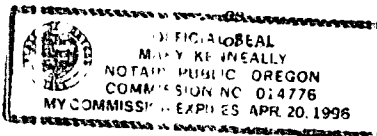
* **IMPORTANT NOTICE:** Delete, by lining out, which ever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a credit or a member of the family of the insured, the beneficiary MUST comply with the Act and Regulation Z, 16 CFR 223.1, regarding required disclosures; for this purpose use **Stevens-Ness Form No. 319**, or equivalent. If compliance with this Act is not required, disregard this notice.

STATE OF OREGON, County of Klamath

THOMAS H GASTALDI
This instrument was acknowledged before me on February 27, 1995.

This instrument was acknowledged before me on 19

COPELAND
INALLY
C OREGON



My commission expires 4/20/16

REQUEST FOR FULL RECEIPT (To be used only when obligations have been paid)

TO _____

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby direct, or payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, with warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance documents to _____

DATE: . 19

Do not use or destroy this Trust Deed OR THE NOTE which it secures.
Both must be delivered to the trustee for cancellation before
reconveyance will be made.

Beneficiary

EXHIBIT 'A' **LEGAL DESCRIPTION**

PARCEL 1

A piece of parcel of land situated in the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of the U.S.B.R. No. A-7(K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, from which the iron monument marking the Southeast corner of said Section 24 bears North 89 degrees 16' 50" East 890.1 feet distant; thence South 89 degrees 16' 50" West along said fence line 200 feet to an iron pin reference monument; thence continuing South 89 degrees 16' 50" West along said fence line 989.50 feet to an iron pin, thence North 00 degrees 12' 50" West 300 feet; thence South 89 degrees 16' 50" West 674.90 feet to an iron pin; thence South 00 degrees 12' 50" East 300 feet; thence South 89 degrees 16' 50" West 100.10 feet to an iron pin; thence North 0 degrees 12' 50" West along an old existing fence 1361.6 feet to an iron pin on pipe, thence North 1 degree 27' 50" East along said old existing fence 693.9 feet to an iron pin on the centerline of the U.S.B.R. No. 1-C-1-C Lateral as the same is presently located and constructed thence along the centerline of the 1-C-1-C Lateral the following courses and distances:

South 87 degrees 27' East 266.6 feet and South 48 degrees 34' 20" East 1700.4 feet, more or less, to the intersection with the centerline of the A-7(K) Lateral as the same is presently located and constructed thence along the centerline of the A-7(K) lateral the following courses and distances:

South 31 degrees 32' 10" West 166.6 feet, South 11 degrees 31' West 205.3 feet, South 2 degrees 18' West 299.1 feet, and South 49 degrees 18' East 454.5 feet, more or less, to the point of beginning, with bearings based on Survey No. 1411 and Major Partition 80-37 as filed in the Klamath County Engineer's Office.

EXCEPTING THEREFROM that portion thereof conveyed to the United States of America for laterals by deed recorded April 28, 1908 in Book 24, page 131, Deed Records of Klamath County, Oregon.

PARCEL 2

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North line of Section 25, 774.9 feet East from the North Quarter corner thereof; thence South 0 degrees 17' East to a point on the North line of the County Road; thence North 89 degrees 33' East along the North line of the County Road 60 feet to a point; thence North 0 degrees 27' West to a point on the North line of said Section 25; thence West along the North line of Section 25 a distance of 60 feet, more or less, to the point of beginning.

STATE OF OREGON COUNTY OF KLAMATH ss.

Filed for record at request of _____ Mortgage Title Co _____ the 27th day
of _____ Feb _____ A.D. 19 95 at 1:40 o'clock P. M., and duly recorded in Vol. M95
of _____ Mortgage _____ on Page 339

FEE \$20.00

Benetha G. Letsch County Clerk
By Benetha G. Letsch _____