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8. Upon any default by granter or if all or any part of the property is sold or transferred by granter without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and taking possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any

- 9. Upon default by granter in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.
- 10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.
- 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to
- 12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as express or implied covenants or warrarity. Any person excluding the trustee may purchase at the sale.
- 13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons the surplus, if any, to the granter or to his successor in interest entitled to such surplus.
- 14. 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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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 the neuter, and the singular number includes the plural.

	antor has hereunto set his hand and seal the day and year first above written.	
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	Grantor	
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A State Audio

LEGAL DESCRIPTION

A tract of land situated in the SW1/4 SW1/4 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described

Beginning at the Southwest corner of said Section 5, being the intersection of State Highway No. 39 and Malone Road and marked by 5/8 inch iron pin with a Tru-line surveying plastic cap in monument case; thence North 89 degrees 46' 00" East, along to the Northerly right of way line of said highway; thence North 30.00 feet, more or less, to the Southerly right of way line of the Burlington Northern Roalroad; thence Westerly along said railroad right of way line 239 feet, more or less, to a State Highway No. 39.

Reserving a non-exclusive easement and right of way for the locating, establishing, constructing and maintaining a ditch or ditches for irrigation and drainage purposes. The easement hereby reserved shall include such rights of entry upon, passage over, and such other rights as may be necessary or useful. The reserved easement is for

That portion of the SW1/4 SE1/4, the SE1/4 SW1/4 and the SW1/4 SW1/4 of Section 5, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the Burlington Northern Railroad excepting therefrom the above

STATE OF	OREGON: C	OUNTY OF KLAMATH: 55.
Filed for rec	ord at request	of
	June	of Morross 9:33 o'clock A M the 4th
FEE	\$20.00	
		By Kathillen County Clerk