## IT IS MUTUALLY AGREED THAT;

said, the property hereinbefore described, as well as the Gran-

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It is MUTUALLY AGREED THAT:
16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding; or damaged by fre, or eartfuake, or in any other manner. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute or compromise or settlement; in connection with such taking or damage. All such compensation, awards, damages, rights of atom and proceeding; be proceeding, or to make any compression and proceeds, including the proceeding, or to make any option and proceeds, including reasonable attorney's fees, apply any moneys so received by it, at its option, either to the response of the damaged premises or to the reduction of the damaged premises or the reduction of the damaged premises or to the reduction of the damaged premises or the reduction of the d

20. Should proceedings be instituted to register title of said property under any Land Title Law, Grantor will pay upon demand all sums expended by Trustee or Beneficiary, includ-ing reasonable attorney's fees, and forthwith deliver to Bene-ficiary all evidence of title.

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"any act which will void such guaranty or the existence of this Trust Deed.

under, Beneficiary may declare all sums secured hereby im-mediately due and payable by delivery to Trustee of written notice of default and election to sall the trust property, which notice Trustee shall cause to be duly filed for record. If Beneficiary desires said property to be sold, it shall deposit with 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. 26. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of this Trust Deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, the Grantor or other per-son making such payment shall also pay to the Beneficiary all of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and attorney's fees not exceeding \$50 if actually incurred. 27. After the lapse of such time as may then be required by

attorney's fees not exceeding \$50 if actually incurred. 27. After the lapse of such time as may then be required by law following the recordation of said notice of default and the giving of said notice of sale. Trustee shall sell said prop-erty at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it 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 shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in this Trust Deed of any matters or facts shall be con-clusive proof of the truthfulness thereof. Any person, exclud-ing the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

may purchase at the sale.
28. 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 a reasonable charge by the Trustee; (2) to the obligation secured by this Trust Deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in this Trust Deed as their interest may appear in order of their priority; and (4) the surplus, if such surplus.
29. For any masses approximately in the surplus.

any, to the Grantor or to his successor in interest entitled to such surplus.
29. For any reason permitted by law 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 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 conclusive proof of proper appointment of the Successor Trustee.
30. (a) The waiver by Trustee or Heneficiary of any day

Ment of the Successor Trustee, 80. (a) The waiver by Trustee or Beneficiary of any de-fault of Grantor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults sub-sequently occurring.

sequently occurring.
(b) The pleading of any statute of limitations as a defense to any and all obligations secured by this Trust Deed is hereby waived, to the full extent permissible by law.
31. (a) In addition to any of the powers or remedies conferred upon the Trustee and the Beneficiary or either of them under this instrument, the Trustee and Beneficiary for the fore-closure of this instrument as a mortgage, upon default, and upon proper proof obtain all the remedies in such action that are given by any statute or other law of the State of Oregon.
(b) No power or remedy herein conferred is exclusive of Beneficiary.
(c) The everties of any nonversion of the state of the state of any statute or other power or remedy of Trustee or Beneficiary.

(c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by op-eration of law.

eration of law. 32. If a final decree in favor of plaintiff is entered in a suit brought to foreclose this Trust Deed, it may include a reason-able attorney fee as provided in the note secured hereby, but not in excess of the amount actually paid or unconditionally incurred by the proper plaintiffs. 33. This Trust Deed shall inure to and bind the heirs, lega-tees, devisees, administrators, executors, successors, and as-signs of the parties hereto. All obligations of the Grantor hereunder are joint and aeveral. The term "Beneficiary" shall mean the owner and holder, including pledgees of the indebt-edness secured hereby, whether or not named as Beneficiary herein, and whether by operation of law or otherwiss. W hen-ever used, the singular number shall include the plural, the plural the aingular, and the use of any gender shall include all genders. 34. Trustee accepts this Trust when this Trust Deed, duly

b) the singular, and the use of any gender shall include all genders. 34. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any scilor of proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee. 35. If the indebiedness secured hereby be guaranteed or insured under Title 35. United States Code, such Title and Regulations insued thereunder and in effect on the data hereof shall govern the rights, duties and liabilities of the bartiss event in connection with said indebiedness which are inconsistent with said Title and Regulations are hereby amended to conform thereto.

to conform thereto. 50: This Trust Deed shall be construed scoording to the laws of the State of Oregon.

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