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16.4 A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take attents to perform and hold an election to make expenditures or take a default and exercise its remedies under this Paragraph 16. 16.5 In the event suit or action is instituted to enforce any of the terms of this deed, Beneficiary shall be entitled to recover from Grantor such sum as the court may adjudge reasonable as attorneys' fees at trial are necessary at any time in Beneficiary's opinion for the protection of its rights, including without limitation, the cost of searching records, obtaining tile reports, surveyors' reports, attorneys' opinions or title insurance, and fees for Trustee, whether or not any form datal bear interest at the rate of the precent per annum from the date of expenditure until repaid.	 17. Notice. Ony notice under this deed shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this deed. Any party may change the address for notices by written notice to the other parties. 18. Succession; Terms. 18.1 Subject to the limitations stated in this deed on transfer of Grantor's interest and subject to the provisions of applicable law with respect to successor trustcs, their successors and assigns. 18.2 In construing this deed the term deed shall encompass the term security agreement when the instrument is being construed with respect to any personal property. 	
IN WITNESS WHEREOF, said Grantor has hereunto se		
(SEAL)	Mulc Shimuntee Milled & Rainwater	The second s
(SEAL)	milled & Rainwater	
(SEAL) INDIVIDUAL ACKNOWLEDGEMENT STATE OF OREGON, County of Klamath ss. August 12 10.71 Personally appeared the above-named Claude L. Rain- watter and Mildred I. Rainwater and acknowledged the foregaing instrument to be their voluntary act. Before me: Multiple of Oregon My commission expires: April 19, 1973	CORPORATE ACKNOWLEDGEMENT STATE OF ORECON, County of	
REQUEST FOR FUL To bo used only when obl		
TO:, Trustce The undersigned is the legal owner and holder of the Indebtedness secur on payment to you of any sums to which you are entitled to by the deed or together with the deed) and to reconvey the Property as required by law. T		
STATE OF OREGON; COUNTY OF KLAMATH; ss.		

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Filed for record at request of ______ TRANSAMERICA TITLE INSURANCE CO

Vol. M 71 of MORTGACES

this <u>16th</u> day of <u>August</u> A. D., 1971 at <u>4:19</u> o'clock <u>P.M.</u>, and duly recorded in

on Page _____8584

By ...

WM. D. MILNE, County Clerk

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Trustee shall have the Property upon

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