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Each Grantor ojointly and severally, covenants and agrees as follows:

security instruments securing this loan. Unless otherwise provided, all additional sums becoming psyable to Boneficiary under this Deed of Trust shall be due immediately and shall bear interest, until paid at 10% per annum or the rate provided above, whichexersis higher Prust Property and entitled to possession of its testing has the size

asumation the liter by payable in 360 monthly payments with the final payment, which is the maturity date of this Deed of Trust, additional sums, which may become payable to Beneficiary under the provisions of this Deed of Trust or other

stifute the Trust Property. This conveyance is to secure payment of all the following: (1) Sums due under a certain promissory note of the same date, executed by Grantor in the sum of FORTY THOUSAND AND NO/100-----

together with (1) all interests, easements, rights and privileges now or hercafter belonging to or used in connection with this property and with all improvements, fixtures, furnishings, flora, appliances and apparatus of any nature now or hereafter attached to, adapted to, located on or used in connection with this property, (2) all interests Grantor may hereafter acquire, and (3) the rents and income thereof. All of the foregoing shall con-

and will not commit or permit write of the Treet Property (dr enforthe # not a colle-

(CitA) (11 purposes.

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a. The Trust Property shall be covered by ter insurance with extended covered is such thability insurance as Beneficiany may require and. flood in **Rustly covered is reactions**. **Muching the square state of the state of state of states of the state of states of the states of states of**

ficiary each month a sum equal to one-twelith of the annual taxes, assessments, mere each preserves b. Unless this coverant is prohibited by law or waived in writing by Bencheral and the second s payable to Beneficiary.

by law, impose a charge for holding and disbursing such funds. Beneficiary. If Benchiciary is required by law to pay interest on these sums, Benchiciary managements of Sums paid by Grantor under this provision shell not each interest and may be considered and a second s lar charges as estimated by Beneficiary. Beneficiary will apply such sugisto payments of these pro-

and coverage. This obligation is additional to, and not an alternative to, the coverage to the tor shall pay such charges when due and upon denend provide Buildfeings set derived and lar charges, or if Granter does not make prepayments sufficient for Beneficiary to pay a subc. It Boneliciary waives the preceding covenant to prepay takes distantice prenduction

Grantor. Foreclosure hereof by sale or otherwise shall not affect or input the above are a paragraph shall in any way waive any default or affect the security of this Deed of Transmer The foregoing power and authority is in evocable and coupled with any meterss, and possible and proceeds or award for payment of costs of researchen or repair of the property during the pay-demned, and/or to apply all or part of the net proceeds as a credit ob any period of the sequence by Beneficiary, whether then "started or to mature in the lutter or on any deficiency searcher is shall not be responsible for any railare to collect any proceeds or award, related set of the searcher of the The force for any railare to collect any proceeds of award, related set of the searcher of the the proceeds or award itself, in which case Grants shall cooperate as directed by Benefician a the proceeds or award shall be paid to Beneficianty (and all insurers structure or the proceeds of award shall be paid to Beneficianty (and all insurers structure) with the case of authorized to make such payment is and Beneficianty is authorized at its specific function of the coefficient of the function of the funct Grantor to collect the proceeds or award, in which case Granior Manadoso With the characteristic d. In case of loss by any hozard, exercisity, or confliggency insured against, or in constraint a proceedings. Grantor shall give function is notice thereof to Beneficinity and Beneficing a second statement of the distribution Beneficiary.

in the Gountyold, Klemath State of Oregon. Hou and preses and the Line Breteries neury or Frustee in collecting definquent payments or in curing any defaultanider in-6. Delinquent Payments. Grantor agrees to pay any expenses, indian atterney. OULY

ICH Grantor irrevocably GRANTS, BARGAINS, SELLS AND CONVEYS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the real property in the County of Linuk LAMATH LENG ME Postate of OneGON described as follows: 1. of 6, Block 2, Tract No. 1120, SECOND ADDITION TO EAST HILLS ESTATES,

and THANSALERICA, TITLE, INSURANCE, CO. LANY - THE ANY OPPERATION DELSO, MARKED AND A THANSALERICA, TITLE, INSURANCE, CO. LANY - THE ANY OPPERATION DELSO, MARKED AND A THAN AND A THAN ANY OPPERATION OF A THAN A T --(TRUSTEE)

WERRIDD. DEES and DORIST. DEES, husband and wife 2. Lacon Contractions manner and to such estent as it reay depth needs on y to protect the segurity of this to see (GRANTOR),

or THIS DEED OF TRUST, made this, 19th, day of us require MAY , 19 78, between

b. In any surt to foreclose thus Deed of Terst, of its any surt or projectings to you for Beneficiary to appear in order to protect the present to the power protect or or the taken is chieved on with a sure or intended sub pursuant to the power protect bertow.

further agrees to pay the costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt costs of little search incurred in the follogoust strengt strengt

Stateby. Poed of Trust from the date of expenditure until raid and at Beneficiary sources and peed of Trust from the date of expenditure until raid and at Beneficiary sources are able or and be abled to the estimated at the second seco c. An 56219184 attorney's toos and costs induced under section 8 shall be a much

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1. Covenant of Title. Grantor is the owner in fee simple (or, if it has so advised Beneficiary in writing, the F213 (10)(20) lessee) of the Trust Property and entitled to possession of it. Grantor has the right to convey the Trust Property and it is free from encumbrances, except those previously accepted by Beneficiary in writing. Grantor will keep the Trust Property free from all encumbrances and will warrant and defend it forever against all claims

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an incorporated city or village. b ff located in Washington, the Trust Property is not used principally for agricultural or farming purposes. c. If located in Washington, the trust property is not used principany for agricultural or farming purposes. c. If located in Oregon, the Trust Property is not now used for agricultural, timber or grazing purposes. d. H. Preservation, Repair and Use of Trust Property. Grantor will keep the Trust Property in good condi-tion and repair and will not remove, alter or demolish any structure on it without the written consent of Ben-tised and repair and will not remove, alter or demolish any structure on it without the written consent of Ben-

tion and repair and will not remove, alter or demolish any structure on it without the written consent of Ben-eficiary. Grantor will complete all structures now or hereafter under construction on the Trust Property with-the time allowed by the Construction Loan Agreement or six monthly, which wer is greater, and will complete-in the time allowed by the Construction Loan Agreement or six monthly, which way be damaged or destroyed. Grantor "If repair and reconstruct any structure oil the Trust Property which may be damaged or destroyed. Grantor "If repair and reconstruct any structure oil the Trust Property which may be damaged or destroyed. Grantor "If in the due all claims for labor befrommed and materials fullished. Grantor will comply with all laws, "will be compit or permit waste of the Trust Property Grantor will not use the Trust Property and will not compit or permit waste of the Trust Property Grantor will not use the Trust Property for any up and will not commit or permit waste of the Trust Property. Grantor will not use the Trust Property for any un-

(State and Zip Code) clawful purposes.

a. The Trust Property shall be covered by fire insurance with extended coverage, mortgage insurance and 5. Insurance, Taxes and Reserves. such liability insurance as Beneficiary may require, and, flood insurance is required by law, in amounts as may "be required by Beneficiary. The insurance companies and policies must be satisfactory to Beneficiary with loss

b. Unless this covenant is prohibited by law or waived in writing by Beneficiary, Grantor will pay Benepayable to Beneficiary. ficiary each month a sum equal to one-twelfth of the annual taxes, assessments, insurance premiums and similar charges as estimated by Beneficiary. Beneficiary will apply such sums to payments of those items when due. Sums paid by Grantor under this provision shall not earn interest and may be co-mingled with other funds of Beneficiary. If Beneficiary is required by law to pay interest on these sums, Beneficiary may, unless prohibited by law, impose a charge for holding and disbursing such funds.

c. If Beneficiary waives the preceding covenant to prepay taxes, insurance premiums, assessments or similar charges, or if Grantor does not make prepayments sufficient for Beneficiary to pay such charges, then Grantor shall pay such charges when due and upon demand provide Beneficiary satisfactory evidence of payment and coverage. This obligation is additional to, and not an alternative to, the covenant to prepay such charges to

d. In case of loss by any hazard, casualty, or contingency insured against, or in case of any condemnation Beneficiary. proceedings, Grantor shall give immediate notice thereof to Beneficiary and Beneficiary may either (1) direct Grantor to collect the proceeds or award, in which case Grantor shall do so with due diligence, or (2) collect the proceeds or award itself, in which case Grantor shall cooperate as directed by Beneficiary. In either case, the proceeds or award hash, in which case Grantor shan cooperate as uncerted by Beneficiary. In entire case, the proceeds or award shall be paid to Beneficiary (and all insurers or condemning authorities are herewith authorized to make such payment), and Beneficiary is authorized at its option, after reimbursing from such proceeds or award any expenses incurred in the collection ... handling of the funds, to hold all or part of the net proceeds or award for payment of costs of restoration or repair of the property damaged, destroyed or condemned, and/or to apply all or part of the net proceeds as a credit on any portion of the secured debt selected by Beneficiary, whether then matured or to mature in the future, or on any deficiency judgment. Beneficiary shall not be responsible for any failure to collect any proceeds or award, regardless of the cause of such failure. The foregoing power and authority is irrevocable and coupled with an interest, and nothing done under this paragraph shall in any way waive any default or affect the security of this Deed of Trust or any liability of Grantor. Foreclosure hereof by sale or otherwise shall not affect or impair the above granted powers and auth-

6. Delinquent Payments. Grantor agrees to pay any expenses, including attorney's fees, incurred by Beneority

ficiary or Trustee in collecting delinquent payments or in curing any default under this Deed of Trust. Leasehold Provisions, Grantor will not default on any leases on the Trust Property to which Grantor is groramay become, a party, or materially modify any such lease without Beneficiary's written consent. Where Grantor is Lossor, Grantor will diligently, enforce its rights and exercise its best efforts to continue any such

icase in affection of Beneficiary's Security, Attorney's Fees and Expenses around the Beneficiary without no-ully 1. 8. Protection of Beneficiary's Security, Attorney's Fees and Expenses around the Beneficiary without no-ully 1. a. Should Grantor fail to make any payment of to do any act as herein provided, Beneficiary without notice to Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as it may deem necessary to protect the security of this Deed of Trust. Beneficiary is authorized to enter upon the Trust Property for such purposes. The Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or ison which in its judgment appears to be prior or superior to the lien of this Deed of Trust.

b. In any suit to foreclose this Deed of Trust, or in any suit or proceedings in which it may be necessary for Beneficiary to appear in order to protect Beneficiary's security interest or in the event of any measures taken in connection with a sale or intended sale pursuant to the tower granted hereunder. Grantor agrees to taken in connection with a sale or intended sale pursuant to the tower granted hereunder. pay to Beneficiary all costs and expenses and a reasonable sum as a formey's fees, including fees on appeal, and further agrees to pay the costs of title search incurred in the foregoing.

C. Any expenses, attorney's fees and costs incurred in the foregoing. HID/(HID/(HID)) to the original and in the foregoing. The foregoing attorney's the search incurred under section 8 shall be ar interest as provided in this Deed of Trust from the date of expenditure until paid and, at Beneficiary's option, may be billed directly to Grantor, which billing shall be immediately due and payable, or may be added to the principal amount secured interesty. 1135

a. As additional security, Grantor assigns to Beneficiary all rents and income from the Trust Property and assigns to Beneficiary any leases now or hereafter in effect upon the Trust Property or any part thereof, and CHA assigns to Beneficiary any leases now or nereatter in creet upon the trust riopetry of any part occess, and Grantor gives to Beneficiary the authority, upon default, to collect the rents and income from the Trust Pro-perty. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a perty. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a Freddiver to Beneficiary the biskession of the Trust Property or any part thereof, and any person-Efreddiver to Beneficiary the biskession of the Trust Property or any part thereof, and any personal property securing the indebtedness, may lease or rent all or part of the Trust Property, may repair and main-Mtain/the Trust Property, (mis) pay all operating expenses, may retain the customary charges for managing

property, may hire a management service or manager to manage the Trust Property, may pay taxes, assess conents, insurance promiums and similar charges, all as it deems appropriate, and may collect the rent and income, including those past due and unpaid, and apply the same, less all costs and expenses of operation, manpagement prepair and collection, including reasonable attorney's fees, upon any indebtedness secured hereby in sesuch order as Beneficiary may determine: without w tranter to the Granton the estate of real

b. Grantor agrees that a receiver may be appointed by a court without regard to the adequacy of the secuutity for the indebtedness or the solvency of Grantor or the presence of waste or danger of loss or destruction of the Trust Property, to possess, manage and control the Trust Property and any personal property in which Beneficiary has a security interest as additional security for this loan and to collect the rent and income thereof and to exercise those rights set forth in section 9 or otherwise allowed by law.

10. Relevant Financial Information. Upon demand, Grantor will provide Beneficiary with operating statement and other financial information relevant to the use, operation and income of the Trust Property, including acess to the books and records.

11. Transfer of Property; Assumption; Conditions.

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a. This loan is personal to Grantor and not assignable. In making it, Beneficiary has relied on Grantor's credit, Grantor's interest in the Trust Property, and financial market conditions at the time this loan is made. If Grantor transfers or contracts to transfer title to or possession of all or part of the Trust Property, by deed, contract or sale, lease or similar agreement, Beneficiary may declare the entire balance of this loan immediate-

b. Beneficiary will waive its right under subparagraph 11a. if the following conditions are met: (1) The credit of the third party is satisfactory to Beneficiary; and (2) the third party shall assume full personal liability for payment and performance of the note. Deed of Trust and other, security instruments; and (3) a charge for administrative costs is paid to Beneficiary, and (4) if required by Beneficiary, either the interest rate on the secured loan is increased by not more than two (2%) percent, or Beneficiary is paid a lump sum compensation not to exceed two (2%) percent of the loan balance at the time of assumption.

c. Any increase in the interest rate shall entitle Beneficiary to increase the monthly payments so the secur-eht will be paid in full by the maturity date of this Deed of Truckey, each of placed of the secured debt will be paid in full by the maturity date of this Deed of Trust. Bereought abb and in full by the maturity date of this Deed of Trust. Assumption does not release Grantor or any successor in interest from personal liability for payment

Cond performance of the terms and conditions of this loan. 12. Default; Acceleration; Remedies.

2LVLE Time is material and of the essence hereof. If Grantor does not pay the secured indebtedness as provided, or if Grantor does not comply with the terms and conditions of this Deed of Trust, or if a proceeding under any bankruptcy, receivership or insolvency law be instituted by or against any of the Grantors, or if any of the Grantors make an assignment for the benefit of creditors, or if state laws are changed hereafter to impose what Beneficiary may deem to be a substantial tax upon Beneficiary by reason of its interest in this Deed of Trust (unless Grantor may lawfully pay such tax and does so), this Deed of Trust shall be in default. Any default under this Deed of Trust shall constitute a default under the note which it secures and under all other security instruments securing the note. Any default under such other security instruments shall constitute a default under this Deed of Trust. In the event of default, Beneficiary may declare all sums secured hereby immediately due and payable, and this Deed of Trust may be forclosed and the Trust Property sold in any manner allowed by law, including without limitation, by advertisement and sale under exercise of power of sale, or as a mortgage on real property. Proceeds of a sale pursuant to exercise of the power of sale shall be applied to (1) the expenses of sale, including Trustee's and attorney's fees, and (2) obligations secured hereby. The surh plus, if any, shall be paid to persons entitled thereto by law.

constructed in the event this Deed of Trust is foreclosed as a morigage on real property, Grantor, and each of them, consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by 2 the sale of the Trust Property, unless such judgment is prohibited by law, and in case of forcelosure, expressly waives (1) any claim of homestead and (2) all rights to possession of the premises during the period allowed

c. Beneficiary is not obligated to take any action which this Deed of Trust provides it "may" take. Any power given Beneficiary by this Deed of Trust may also be exercised by such agents as Beneficiary may designate, including Trustee.

13. Reconveyance Upon Payment. Upon written request of Beneficiary stating that all sums secured hereby have been paid, surrender of this Deed of Trust and the secured note to Trustee for cancellation and retention and payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legal-

14. Substitute Trustee. In the event of dissolution or resignation of the Trustee, Beneficiary may substitute a trustee(s) to execute the trust-hereby created, and the new trustee(s) shall succeed to all of the powers and

15. Non-Waiver Provisions. Neither forebearance by Beneficiary in exercising any right or remedy hereunder-or-remedy afforded by law, nor any exercise by Beneficiary or those acting in its interest of any right or remedy, shall cure or waive any default or notice of default, nor shall any of the foregoing be a waiver of or preclude the exercise of any right or remedy. All remedies provided in this Deed of Trust are distinct and cumulative to each other and to all other rights or remedies, and may be exercised concurrently, independently or

16. Waiver by Non-Obligated Persons. Notwithstanding any other provision of this Deed of Trust, any person who executes this Deed of Trust, but not the note secured hereby, shall have no personal liability on the note or for any deficiency judgment which may be obtained upon foreclouse of this Deed of Trust. Such persons jointly and severally waive presentment, demand, protest and all notices and agree that Beneficiary, without notice to them or their consent, rad upon such terms as Beneficiary may deem advisable, and without affecting in any way Beneficiary's rights hereunder as against the Trust Property, may:

a. Extend, release, surrender, exchange, compromise, discharge or modify any right or obligation secured by or provided by this Deed of Trust or any other instrument securing this loan, or

b. Take any other action which Beneficiary may deem reasonably appropriate to protect its security inter-est in the Trust Property. (III) Deed of Luid and Luid and the protect its security inter-of 7 Successors and Assigns. This Deed of Trust applies to, blads and benefict all parties hereto, their heirs,

legatees, devisee, administrators, executors, successors, assigns and pledgees. In this Deed of Trust, whenever legarees, devisee, administrators, executors, successing and science by and accounting of barrier. The context so requires, the singular includes the pluration of genericant, has been as the formation of barrier. To a present as the singular includes the pluration of genericant, has been as being a barbor of barrier.

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16. Waiver by Non-Obligated Persons. Notwithstateding any other provision of this Deed of Trust, but not the note secured horeby shall have ne remain (ability or some or for any deficiency judgment which may be obtained upon foreclonate of this Deed of Trust, but not the note or for any deficiency judgment which may be obtained upon foreclonate of this Deed of Trust.

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son other than Grantor. 19. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice addressed to Grantor at the Property Address or at such other address as Grantor may designate by written notice to Beneficiary. protect blocking provided of the back of the such other address as Grantor may designate by written notice to Beneficiary.

18. Notices, Refunds. All notices and reserve account refunds shall be given and paid 30 Grantor unless this loan has been assumed in accordance with paragraph 11 and Beneficiary has received a properly executed assignment of reserve account(s), notwithstanding Beneficiary's receipt and acceptance of payments from a person other than Grantor.

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