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security instruments securing this loan. 106B Unless otherwise provided, all additional sums becoming payable to Beneficiary under this Deed of Trust shall be due immediately and shall bear interest until paid at the rate of 12% per annum or the maximum rate of interest permitted by law? whichever is the lesser? Of it compare user in a fight or contact the grant proba Each Grantor jointly and severally, covenants and agrees as follows: and a severally in a several s

Dollars (\$ 25,300.00.......), payable in 3360 cmore monthly payments with the final payment due on the [304] Bt. day of a AUGUST 2008 and by Beneficiary to Grantor, or any of them, and (3) any (2) all further sums which may be loaned or advanced by Beneficiary to Grantor, or any of them, and (3) any additional sums which may become payable to Beneficiary under the provisions of this Deed of Trust or other

or penant barbar stitute the Trust Property area to a provide the following: (1) Sums due under a certain promissory note of the same date, executed by Granfor in the sum of . THENTY FIVE THOUSAND THREE HUNDRED AND NO/100

together with (1) all interests, easements, rights and privileges now or hereafter belonging to or used in connec-tion 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-

Propriet and reconstructions such that Propriet which may be decoded and such complete by repair and reconstructions such the Trust Propriet which may be decoded on received, decoded (COM) pay when the sil claims for labor pe (State and Sib Code) densis furthered. Crantor will comply with all lines (COM) pay when the sil claims for labor pe (State and Sib Code) densis furthered. Crantor will comply with all lines (COM) pay when the sil claims for labor pe (State and Sib Code) densis furthered. Crantor will comply with all lines (COM) pay when the sil claims for labor pe (State and Sib Code) densis furthered. Crantor will comply with all lines and will not commit or perform value (1 the Terus Property, Grantor will not use the Lines Property for any un-sublet.

(Street) lawful purposes.

The True Property shall be covered by the maurance with extended operage morgage morance and which has the address of 2610 SCOTT STREET

payable to Beneficiary. be required by Beneficiary. The insurance companies and policies must be additation, to hencheary with loss such Rability unsurance as Heneficiary may require, and, fleed insurance is required by law, in amounts as may

Briary cach month a sum equal to out-twelith of the annual taxes, assessments, insurance premiums and simi-lar thanges as estimated by Benchiciary. Benchiciary will apply such sums to payments of these items when due. Sums paid by Grantor under this provision shall not earn interest and may be co-mingled with other funds of Benchiciary. If Benchiciary is required by law to pay interest on these sums. Benchiciary may, unless prohibited b. Un ess this covenant is prohibled by law or waived in writing by Beneficiary. Granter will pay Bene

Beneficiary ror shall par 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 lar charges, or if Grantor does not make prepayments sufficient for Beneficiary to pay such charges, then Granby law, impose a charge for holding and dispursing such funds. c. If Beneficiary waives the preceding coven into prepay taxes, insurance premiums, assessments of sum-

The first comprover, and authority is irrevocable and coupled with an interest, and nothing done under this paragraph shall in any sup waive any default of affect the security of this Deed of Trust or any lighility of Grantor. Foreclosure hereof by sale or otherwise shall not affect to range in pair the above granted powers and authority. shall not be responsible for any tailure to collect any proceeds or award, regardless of the cause of such failure. by Beneficiary whether then manured or as mature in the future, or on any deinstrict judgment. Beneficiary demned, au itor to upply all or part of the net proceeds as a credit on any portion of the secured debt selected authorized to reake such payment), and Reneficiary is authorized at its option, after rembusing from such pro-receds or award any expenses incurred in the collection or handing of the funds, to hold all or part of the net proceeds or award for partnerst of costs of restoration or repair of the property damaged, destroyed or conthe proceed or award shift he paid to Beneficiary (and all insurers or condemning authorities are herewith Grantor to tollect 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, d. In case of loss by any harani, casualty, or contingency insured against, or in case of any condemnation proceedings, Grantor shall give immediate notice thereof to Beneficiary and Beneficiary may either (1) direct

V. JASON HILTON and CHERYL ANN HILTON, husband and wife-(GRANTOR). and TRANSAMERICASTITIES INSURANCE COMPANY -(TRUSTEE) and EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon corporation, (BENEFICIARY). CUSE Grantor irrevocably GRANTS, BARGAINS; SELLS AND CONVEYS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the real property in the County of 10 the KLEMATHBOULT of TRUSTEE IN TRUST, WITH described as follows: Lot 93, Block 6, BUENA VISTA ADDITION TO THE CITY OF KLEMATH FALLS, in the County of Klemath, State of Oregon, but called sub delay, more this Deed of Link the County of Klemath, State of Oregon, sub exbenses the induce stores include physics a Delind deer beauch where the decrease of the sub-OLITA:

DEED OF LR and DEED OF LR and DEED OF LR and and the proceedings in which it may be necessary 21465 and to force for the protect of Trust, by in any surf of proceedings in which it may be necessary provide the process of the process of the proceeding of the process of the p or compromise any encumbrance, enarge or new which in its judgment appears to be prior or superior to the lien of this Deed of Trust. is an THIS DEED OF TRUST, made this = 10th st day of hoses JULY strates out / 19978 ; between unumer and to she horem is it in a) deem decreased to be desse the manual to of the food of Linse Benefician.

d in the foregring DIC 2011 12 SILD'SPACE ABOVE THIS LINE FOR RECORDER'S USE pay to Beneficiary all costs and expenses and a reason

percept Deed of Trust inear the date of expendious until part and at Beneticiary s Not With the date of expendious until part and at Beneticiary s Not With the date of expendious until part and at Beneticiary s Not With the date of the date o ed under secrets Baball hear Loan # 2051727777 arroute & res sild form incars

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sub-me state trobenty may bay an cherating two WHEN RECORDED MAIL TO anote may use of ter converte personal abbonues part contrastic losses of me may retain the contomary charges for managing all or part of the True Property, may repair and mantime without notice entrer in person, by open t, or by a the firmer Property or any part thereof, and any person and EQUITABLE SAVINGS AND LOAN ASSOCIATION OF EGrary all rents and means from the Trust Bropers, and flect upon the Frust Property of any part thereof, and it, to collect the rents and income from the Frust Prop-C.autor R. Act to Beneficiary the antiportransion of C. Address of 212: South Sixth Street (persa) of m

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property, may hire a management service or manager to manage the Trust Property, may pay taxes, assess ments, insurance premiums 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, management trepair and collection, including reasonable attorney's fees, upon any indebtedness secured hereby in Security of as Beneficiary may determine . « prost sources to the Counter the ratific of as brokerth description the b!"Grantor agrees that a receiver may be appointed by a court without regard to the adequacy of the secu-pe

rity 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 Bene-) ficiary 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. and to exercise mose 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, in-

cluding access to the books and records

Transfer of Property; Assumption; Conditions. 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-ly due and payable.

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 to secured loan is increased by not more than two (2%) percent (or Beneficiary is paid a lump sum compensation up not to exceed two (2%) percent of the loan balance at the time of assumption. Any increase in the interest rate shall entitle Beneficiary to increase the monthly payments so the secur- of ed debt will be paid in full by the maturity date of this Deed of Erusti CBCP for pursell and not one for the orpation does not release Grantor or any successor in interest from personal-liability for paymenting

and performance of the terms and conditions of this loan.

12. Default; Acceleration; Remedies.) = [12. [13. 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 foreclosed 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 sur-pluse if any shall be paid to persons entitled thereto by laws, act and update Hereby. beizo bui In the event this Deed of Trusters foreclosed as amortgage price aliproperty. 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 the sale of the Trust Property, unless such judgment is prohibited by law, and in case of foreclosure, express-ly waives (1) any claim of homestead and (2) all rights to possession of the premises during the period allowed

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

13. Reconveyance Upon Payment. Upon written request of Beneficiary stating that all sums secured here-by 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 ly entitled thereto. 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 hereduties of prior trustee(s). under or remedy afforded by law, nor any exercise by Beneficiary on 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 successively note of for any deficiency judgment which may be obtained upon foreclosure 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, and upon such terms as Beneficiary may deem advisable, and without af-

fecting 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

b. Take any other action which Beneficiary may deem reasonably appropriate to protect its security inter-

17. Successors and Assigns. This Deed of Trust applies to, binds and benefits all parties hereto, their heirs, est in the Trust Property legatees, devisee, administrators, executors, successors, assigns and pledgees. In this Deed of Trust, whenever

the context so requires, the singular includes the plural. 18. Notices, Refunds. All notices and reserve account refunds shall be given and paid to Grantor unless this loan has been assumed in accordance with paragraph 11, and Beneficiary, has received a properly executed assignment of reserve account(s), not withstanding Beneficiary's receipt and acceptance of payments from a pert son other, than Grantor tor and yours is doning anger aldaleaple face to as three in abother manner, survoor o

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I hereby certify that the within instrument was received and filed for record on the 11cb day of

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a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to oredir of the third party is istisfactory to Beneficiary, and (2) the finite party shall essente the personal ha-pents solution, act and deed. Belote methonous Deed of Trust and other sectority martine environments and (5) a charge by Beneficiary will wave its right under subparagraph 115 af the following conditions are more (1). The ly due and poyable Notary Public for

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Personally appeared who, being duly sworn, each for himself and not one for the other,

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mcluding Thuster power given Beneficiary by this Deed of Trust may also be exercised by such agains as in meliciary may designar A ter pricippion. Not obligated to take any serien which that Decided Firmston onder it may take. An

of the trachfolmest there of . The granter in such reconveyance may be described as the oction of personsing a rechals in any reconversinge executed under this Deed of Trust at any motions of facts shall be conclusive proof tion and payment of its fees. Thesize shall receiver, without warrants, the humany tion hold herconder. The 13: Reconveyance Upon Payment. Upon written request of Berd fields y sating the self sense second here by have beer paid, surrender of shir Died of Luss and the second now is Trustee et a cancell a on and return

dottes of prior trustec(s): -Hilton (rustee(s) to execute the trust brieb) created, and the new studies(s) shall succeed to all of the power and 141. Substance 4 rystee, in the event of dissolution of resignation of the 4 rustee HERRICH STATUS APROPERTY If ontified thereto?

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Property Address or at such other, address as Grantor may designate by written notice to Beneficiary. or are 18. Noises, Refunds. All nuiscel and reserve account retunds shall be given and paid to Grantor unless this

sou 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

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