

WITNESSETH

2000 年 12 月 15 日

which said desc real property is not currently used for agricultural, timber or grazing purposes,

together with all other appurtenances, easements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to or enjoyed by the grantor in connection with the above described premises, and all plumbing, lighting, heating, ventilating, washing and drying apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor wall-to-wall carpeting and linoleum, plaster and lath in appliances now or hereafter installed in or used in connection with the premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing payment of the greater herein contained and the payment of the sum of **THIRTY TWO THOUSAND AND NO/100**

\$22,000 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order of the grantor, principal and interest being payable in monthly installments of \$ **276.48** commencing August 1978.

nonpayment of the property by the beneficiary after default, any balance remaining in the reserve account shall be credited to the indebtedness. If any authorized reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may, at its option, add the amount of such deficit to the principal of the debt until a sufficient sum is received.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. In this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises, and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, permits, conditions and restrictions affecting said property; to pay all costs, taxes and expenses in this trust, including those cost of trust and as set forth in the other covenants and covenants of the trust, incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defend any action or proceeding purporting to affect the security of the property in this trust, including those cost of trust and as set forth in the other covenants and covenants of the trust, including that of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by beneficiary to foreclose this deed, and all said sums shall be secured by this trust.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated or required to furnish any further statements of account.

1: is actually agreed that

11. In the event that any portion or all of said property shall be taken under the right of eminent domain or expropriation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking; and, if it so elects, it require that all or any portion of the money payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, be paid to the beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and thereafter applied upon the individuals secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's demand.

14. At any time and from time to time upon written request of the beneficiary, payment of the proceeds of this deed and the proceeds of any interest (in case of full recoverability, for cancellation), without affording the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any loan or plan of asset property; (b) join in granting any mortgage or deed of trust; (c) join in any deed of conveyance, or in any other agreement affecting this property; (d) join in any deed of conveyance, without warranty, of any part of the property. The grants in any recovery herein may be described as the "person or persons legally entitled thereto" and the results therein of any matters or facts shall be conclusive proof of the results therein. Trustee's fee for any of the services in this paragraph shall be as follows:

3. As additional security grantor hereby assigns to beneficiary during the continuance of these liens all real issues, royalties and profits of the property affected by this deed and of any personal property located therein. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect, receive and retain all such issues, royalties and profits and to pay the same to himself or to his estate or to his heirs, assigns or assigns in fee simple and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of the property, collect, receive and retain all such issues, royalties and profits of the said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, to the payment of any indebtedness secured hereby and to the order of the beneficiary and its assigns.

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