TRUST DEED TO CONSUMER FINANCE LICENSEE 993 JAK ST EUGENE ØREGON 97401 PERSON-TU-PERSON CITIORE -80 **2 53 5** 田野田教養護衛の百姓の田田田田 [1750-3] OI PATRICIA 23225.99

ANNUAL PERCENTAGE
ANTE 3225.99 PATRICIA CLIFFORD DISHEYCUTT R. UTE II 33X 303 JREGØN9750I KLAHATH FALLS A 3% per month on that part of the unpaid principal balance not in excess of \$500.00;1%% per month on that part of the unpaid principal balance in excess of \$2,000.00 ance in excess of \$500.00 but not in excess of \$2,000.00; and 14% per month on that part of the unpaid principal balance in excess of \$2,000.00. but not in excess of \$5,000.00. B. M The Annual Percentage Rate stated above applied to threentire unpaid principal balance. THIS TRUST DEED, made this <u>EIGHTEENTH</u> <u>day of MARCH</u>

Grantor(s) whose name and address is shown above, <u>THANS AMERICA TITLE INSURANCE COMPANY</u>

as Trustee, whose address is 600 MAIN STREET, HLANATH FALLS, OREGON 97601 ., 19<u>. 80</u> between 884-5137 FALLS, Orașa and Beneficiary whose name and address is shown above Grander irrevocably grants, bargains, sells, warrants and conveys to Trustee in Trust, with power of sale, the following described real __County, Oregon: LEGAL DESCRIPTION: The Northeasterly 77.2 feet of Lot 1, Block 101 BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. KE

agent as all rest as he made together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in con-

1111 412-3613

This Trust Deed is given by Grantor for the purpose of securing the performance of each agreement of the Grantor herein contained and to secure the payment of a loan of even date here with payable to the Beneficiary or order and made by the Grantor in the amount and to secure the payment of a loan of even date here with payable to the Beneficiary or order and made by the Grantor in the amount of the Amount Financed shown above plus accrued but impaid Finance Charges (interest) plus any other amounts lawfully added to the indebtedness and all renewals, modifications, or extensions thereof and also such further sums as may be hereinafter advanced or loaned by Beneficiary to Grantor or successors or assigns together with Finance Charge (interest) thereon at such rate as shall be

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become im-

The above described real property is not currently used for agricultural, timber or grazing purposes. mediately due and payable.

To profect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair not to remove or demolish any building or improvement thereon, not to commit or permit any waste of said property.

to complete or restore promptly and in good and workmanlike manner any suilding or improvement which may be constructed. Jamazed or des-troyed thereon, and pay when due all costs incurred therefor.

1. To comple with all laws, ordinances, regulations, coverants, conditions and restrictions affecting said property; if the beneficiars so requests, to non-in-executing such financing statements parsuant to the Uniform Commercial Code as the beneficiary may require and to pay for filling same in the proper public office or offices.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by the with extended coverage in amounts as beneficiary may from tome to time require, written in companies acceptable to the beneficiary, as those piace able to the latter and to grantor as their interests may appear all policies of insurance shall be delivered to the beneficiary as soon a sinsured, and to degration shall fail for any reason to procure any such instruct, and to defiver said poincies to the beneficiary at least fitteen days prior to the expiration of any policy of insurance now or beteather placed on suid buildings the beneficiary at least fitteen days prior to the expiration of any policy of insurance now or beteather placed on suid buildings the beneficiary may procure the same at grantors expense.

5. To keep said premises free from mechanics hens and to pay all taxes, assessments and other charges that may be fessed or assessed upon or against said property before any part of such taxes, assessments, and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary.

To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiars or trustee.

7. To pay when due all other liens, mortgages, trust dee is, or other charges on said property. In the event any such lien, mortgage, trust deed or other charge becomes delinquent, the beneficiary may at its election pay either in full or in part said lien, mortgage, trust deed or other charge, and such payment shall be added to the balance of grantor's loar secured hereunder and shall bear interest at the rate provided in the promissor; note secured by this trust deed.

It is mutually agreed that

8. In the event that any portion or all of said property shill be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the moment parable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorness described by paid or incurred by grantor in such proceedings, shill be paid to beneficiary and applied by it upon the indebtedness secured hereby, and crantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the in debtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sure for or otherwise collect the rents, issues and profits, including those past due and ungaid, and apply the same, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

10. The entering upon and taking possession of said property, the collection of said profits, is the proceeds of tire and other insurance policies or compensation or awards for any taking or damage to the

property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

done pursuant to such notice.

11. Upon default by grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or in the event of the conveyance, sale, transfer, lease or pledge of grantor's title or interest, to all or any portion of said property, whether voluntary or involuntary, this trust deed shall be considered in default and all sums secured hereby shall immediately become due and payable at the option of the beneficiary shall immediately become due and payable at the option of the beneficiary shall insuce an event beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed of sale. In the latter event the beneficiary or the trustential execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

this trust deed in the manner provided in ORS 86.740 to 86.795.

12. After default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by CRS 86.760, may pay to the beneficiary or his successors in interest, respectively, the enthre amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not the principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not then be due had no default occurred, plus costs, principal as would not hen be due had not hen be due had not hen be due had n

be dismissed by the trustee.

13. Otherwise, the sale shall be held on the date and at the time and place Jesignated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at Jetton to the highest bidder for cash, payable at the time of sale. Trust shall deliver to the purchaser its deed in form as required by law conveying shall deliver to shall deliver its deed in form as required by law conveying the property so sold, but without any covenant of warranty, express or important to the recitab in the deed of any matters of fact shall be conclusive froud of the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

including the grantor and beneficiary, may purchase at the sale.

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (3) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

Successor in interest entitled to such surplus. It any, to the grantor or to his 15. For any reason permitted by law beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee, appointed bereander. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all interests and duttes conterred upon any trustee herein named in appointed hereinnder. 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 recording officers of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

trustee.

16. Frustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by Liw. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

17. Upon default by grantor in payment of any indebtedness secured hereby, or in his performance of any agreement hereunder, grantor shall pay beneficiary for court costs and reasonable attorneys fees actually paid by the beneficiary to an attorney not a salaried employee of the beneficiary including trial or any appeal therefrom.