38 21887 Vol. 79 86014 DEED OF TRUST AND ASSIGNMENT OF RENTS Page	11650
DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION DATE FUNDS DISBURISED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION	ACCOUNT NUMBER
BENEFICIARY	384
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TRANSAMERICA FINANCIAL SERVICES	Age: -38
ADDRESS: 121 S. 9th St.	
CITY: Klamath fails, Ur. 9/001	
NAME OF TRUSTEE: Transamerica Title	
THIS DEED OF TRUST SECURES FUTURE ADVANCES	
By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promisson	ry Note of even date in the
principal sum of \$10,160.46 from Grantor to Beneficiary named above hereby grants sells, conveys and warrants to Trustee	m nust, with power of sale,
the following described property situated in the state of oten on the state of oten of the state	
Let 15, Block 43, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO 2, in the County of Klamath, State of Oregon.	
Do not loss or destroy. This Deed of Trust must be delivered to the Trustee for callocalistion before reconveyance with	ns 11.2.30
Bonci less articeron. Die mar of Taran	
Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, v air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fix described, all of which is referred to hereinafter as the "premises". The above described real property is not currently used for agricultural, timber or grazing purposes.	
is the index of annurtenances thereto belonging to trus	stee and his heirs, executors,
TO HAVE AND TO HOLD said land and premises, with an the fulls, privates and applications applied by any low of the same with a full of the uses and purposes following, and none other. administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other. Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same with of the premises, during continuance of such default authorizing Beneficiary to enter the collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.	or without taking possession upon said premises and/or to
and the principal of Grantor contained herein: (2) Payment of the princip	pal sum with interest thereon
at the agreed rate in accordance with the terms and conditions of the above mentioned promission Note extended or rescheduled; (3) Payment of any addi reference to which is hereby made, until paid in full at orbefore maturity, or as extended or rescheduled; (3) Payment of any addi thereon at the agreed rate, as may be hereafter, loaned by Beneficiary to Grantor in connection with any renewal or refinancing, bu obligated to make any additional loan(s) in any amount? (4) The payment of any money that may be advanced by the Beneficiary to or any money that may be advanced by the Beneficiary to with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenary with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenary with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenary with interest thereon at the agreed rate.	itional amounts, with interest it the Beneficiary shall not be o Grantor or to third parties,
All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order: FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, and expenses agreed to be paid by the Grantor(s). SECOND: To the payment of the interest due on said loan. THIRD: To the payment of principal.	
THIRD: To the payment of principal. TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in B.	
amounts, and in such companies as Beneficiary may from time to time approve, and to keep the policies thereis, property Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, w restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to forecle event of Foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. (I liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any p	whether due or not: or to the ose this Deed of Trust. In the 2) To pay when due all taxes, part thereof, or upon the debt days before the day fixed by
law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing pasification in the data of the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electing to declare the whole indu- and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (it assessments without determining the validity thereof; and (c) such disbursements shall be added to the unpaid balance of the oblig Trust and shall bear interest from the date of payment at the agreed rate. (4) To keep the buildings and other improvements now c	ebtedness secured hereby due b) pay all said taxes, liens and ation secured by this Deed of xisting or hereafter erected in ontrary to laws, ordinances or
good condition and repair, not to commit or suffer any waste of any use of said pitenties contracts to the transfer devices of inspecti regulations of the proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecti within 'one hundred eighty days or restore promptly and in a good and workmanlike manner any building which may be constru- thereon, and to pay, when due, all claims for labor performed and materials furnished therefor. (5) That he will pay, promptly, the in full compliance with the terms of said Promissory Note and this Deed of Trust and that the time of payment of the indebtedn portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon t for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, r such personal liability or the lien hereby created. (6) That he is seized of the premises in fee simple and has good and lawful right he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all person	ucted, damaged or destroyed e indebtedness secured hereby ness hereby secured, or of any from the lien hereof, without he remainder of said premises reduce or otherwise affect any to convey the same; and that
he does hereby torever warrant and win forever detend the data and posterior interest to pay installments on said Promissory No IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory No	te as the same may hereafter

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary may execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give notice thereof as required by law. thereof as required by law.

Unereot as required by law.
(2) Whenever all of a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest amount then due under the terms of the Trust Deed and the obligation secured thereby (in Eduding costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) other than such portion of the principal as would not thein be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shalls be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

remain in force the same as if no acceleration had occurred. (3) After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of Sale having been given as then required by law. Trustee, without demand on Grantor(s), shall sell said property on the date and at the time and place designated in said Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the same from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time of sale. The person longer than one day beyond the day designated in the Notice' of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's frees' (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all other such proceeds with the County Clerk of the County in which the sale took place. TTPOEX

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(4) Grantor(s) agrees to surr previously been surrendered	ender possession of the	hereinabove described	premises to the Pu	r with tale and reven	id sale, in the even	t such possession has no
(5) Beneficiary may appoint some part thereof is situate	a successor trustee at an d a Substitution of Tru	ny time by filing for istee. From the time	e experies of the office the substitution is f	of the County Record iled for record, the n	ler of each county i ew Trustee shall su	n which said property of cceed to all the power
duties, authority and title o thereof shall be given and pro- (6) Upon payment in full by	of thereof made, in the n	manner provided by la	W there if reall have	data appointati ter un	risabet jitei tutet () Abee ji tii oa ister ((1) 사회가 가지 있는 것은 1, 144 1년 1999 지수 사람이 관계 2014년 10년 10년 11년 11년 11년 11년 11년 11년 11년 11
(7) Should said property or	any part thereof be take	n by reason of any p	ucie bak spie to je su ublic improvement	at stones by its (m or condemnation pro	ted grasses fare	v shall be entitled to a
compensation, awards, and obligation secured by this De	other payments or relie ed of Trust.jon pag occur	ef therefor, to the ex rieg:	tent necessary to l	iquidate the unpaid l	balance, including	accrued interest, of th
(8) Notwithstanding anythin shall be deemed to impose on contrary shall be of no force	or effection using in sulor	gation of payment, ex	cept to the extent the	hat the same may be l	egally enforceable:	and any provision to th
(9) All Grantors shall be join shall inure to and be binding	upon the heirs executo	for fulfillment of their	r covenants and agre	ements herein contain	ned, and all provision	ons of this Deed of Trus
in this Deed of Trust of the si (10) Invalidity or unenforceat	ollity of any provisions he	erein shall not affect t	he validity and ento	ceability of any othe	r provisions.	ि त्यु सर्व अपने व्यु आणि जीता ≋
(11) Trustee accepts this Trust to notify any party hereto of party, unless brought by Trust	pending sale under any c	other Deed of Trust of	or of any action or i	roceeding in which G	rantor(s), Benefici	ary, or Trustee shall be
12), The undersigned Granton him at the address hereinbefor those of the consequent me upon	re set forthanges the fai	mileory Note Secured	hereby shall hunder	Tristik siecous doo a	HE DESCRIPTION OF SHE IN	a na contra a la se se contra te
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