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Henry L. Bauer, as Trustee, and and existing under the laws of t 97204, as Beneficiary;	FAR WEST FEDERAL SAVI he United States of America,	whose address is 421 S.W.	as Granto ATION, a corporation organize Sixth Avenue, Portland, Orego
THE GRANTOR IN DESCRIPTION	proteces in program, prime e to the sum sectorial by this Devo rehy antipolitist the Bond from (0)	o fanti Penederian Product (o or demond Agens Grant Friday) - i	an a
IN CONSIDERATION of the in veys and assigns to the Trustee, County, Oregon, described as:	debtedness herein recited and the interview of sale, the interview o	he trust herein created irrevo he property in <u>KLAMAT</u>	cably grants, bargains, sells, co H
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Commonly known and designal STAR ROUTE which real property is not curre appurtenances, tenements, herea and profits, buildings, structure anywise appertaining to the above built-in ranges, dishwashers and described premises, including all shall as between the parties be re- cluding proceeds of settlements hereafter acquire arising out of a injury to or in connection with a domain proceedings have been. Beneficiary by paragraph 6 belo claim, demand or cause of action the Beneficiary or order and any interest thereon, according to the Beneficiary or order and any interest thereon as may be heread by the above described property ment and Modification of Payn 3. Performance of each and ev construction loan agreements, st security executed by Grantor as o securing any indebtedness hereb. The final payment of princ MARCH	street Adda Street Adda ently used for agricultural, tim itaments, rents, issues, profits, s, improvements, easements or other built-in appliances now interest therein which the Gran garded as a part of the real esta of any such claim, demand or cquisition or ownership of the p ny condemnation for public us nstituted), subject however to w, incorporated herein by refe n. RING: 1. Payment of the sur o the terms of a promissory no- extensions or renewals thereo ter borrowed from the Benefici and when evidenced by another nents executed by Grantor, or ery obligation, covenant and upplemental agreements, assign of even date herewith or at any v secured. jaal and interest thereof, if no in the year <u>20</u>	GILCHRIST city mber or grazing purposes, it water rights, water stock, ro privileges now or hereafter covering in place such as wa or hereafter installed in or u not has or may hereafter ac cause of action of any kind property, including any award e of the property or any par the right, power and autho erence, and Trustee shall ha m of <u>3</u> <u>34,100.00</u> te or notes of even date here f. <u>2</u> . Payment of any furt ary by the Grantor, or his su promissory note or notes o his successors or assigns, a agreement of Grantor cont timents of Lessor's interest i time subsequent to the date	DR 97737 Zip Digether with all and singular yalties, mineral, oil and gas rig belonging to, derived from or ll-to-wall carpeting and linoleu sed in connection with the abo quire, which fixtures and chatt auses of actions of every kind () which Grantor now has or m d of damages or compensation j t thereof (whether or not emine rity given to and conferred up we no duty to prosecute any su with, made by Grantor payable her sums and advancements w ccessors or assigns, when secur r by an Application for Advant alined herein and in any and n leases, or other instruments hereof for the purpose of furth and payable on the first day

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(\$59 (Rev. 7/5))

The Grantor hereby covenants to and with the Trustee and the Beneficiary herein that he is the owner of the interest herein described in the said premises and property conveyed by this Deed of Trust and that the said premises and property, including fixtures and chattels covered by this instrument, are free and clear of all encumbrances and that the Grantor will and his heirs, executors, administrators, successors, and assigns shall warrant and defend his said title thereto against the claims of all parties whomsoever.

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Salat:

TO PROTECT. THE SECURITY OF THIS DEED, OF TRUST GRANTOR AGREES:

10. FROMELLY THE, SECONTERPORT TO THIS DEED, WITHOUS ACTION AGREES.
CRANTOR AGREES.
1. CONSTRUCTION. To complete within twelve (12) months from the date hereof in good and workmanilke manner any building or improvement or property, and to pay building or improvement which may be begun on said property, and to pay when due all costs and liabilities incurred therefor, and, if the loan secured hereby or any part thereof, or any dvance or advances which any be made hereunder, are made for the purpose of construction of buildings or improvements on said property, Grantor also agrees, anything in this Deed of Trust to the contrary notwithstanding. (a) to commence work within a reasonable time after the recordation of this Deed of Trust and to complete the specified in the contract for the construction loan, (b) to complete same in "proposed improvements prompily, and in any event not later than the time accordance with plans and specifications satisfactory to Beneficiary (c) to allow Beneficiary to inspect said property at all times during construction, (d) to calendar days after written notice from Beneficiary of such fact, which notice prostand service of the same, and (e) that work shall not cease on the construction of such improvements for any reason whatsoever for fifteen (15) calendar days. (f) If grantor or a contractor employed by Grantor and the construction loan agreement with the "Beneficiary in the advance of the same, and e for this paragraph and any provision of said sconstruction loan agreement with the setting or the same any construction referred to in this program, and if there of the same and greement with the Beneficiary in the construction loan agreement with the Beneficiary in the construction loan agreement with any construction of said property or warranty as to the quality or the fit.

2. REPAIR AND MAINTENANCE OF PROPERTY. To keep such

2. REPAIR AND MAINTENANCE OF PROPERTY. To keep such property in good condition and repair; not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike claims for labor performed and materials furnished in connection with such property and not to permit any construction liens against such property; to com-property or requiring any alterations or improve-ments to be made thereon; not to commit or permit waste thereon; and i do do all necessary to keep such property in as good or better condition (reasonable wear and tear excepted) as at the date of this Deed of Trust.

other acts that from the character or use of such property may be reasonable wear. and tear excepted) as at the date of this Deed of Trust.

claim. 4. TAXES, LIENS, AND OTHER SUMS DUE. To pay, satisfy and discharge: (a) before deliquency, all general and special city and county taxes, and all assessments on water stock, affecting such property, (b) when due, all special assessments for public improver tents on such property, without permit-ting any improvement bond to issue for any special assessment, (c) on demand of Beneficiary but in no eventiater than the cate such amounts become due (1) all or liens of a similar character, to be impressed or levied by the United States Government, the State of Oregon, any municipality or county, or an agency of appear to Beneficiary lobe, prior to or superidr hereio, (2) all costs, fees and ex-penses of this trust whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Beneficiary not to exceed the maximum amount allowed by law therefor at the expenses for any other statement, information or services furges and time when such request is made, (4) Beneficiary's and Trustee's fees, charges and Beneficiary or Trustee in connection with the obligations secured hereby failed services may include, but shall not be limited to, the processing by Beneficiary or Trustee, or both, of assumptions, substitutions, modifications, extensions, renewals, subordinations, rescissions, changes of owners, recordation of map, plat or regord of survey, grants of easements, and full and partial reconveyances,

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and all obtaining by Beneficiary of any policies of insurance pursuant to any of the provisions contained in this Deed of Trust), (5) if such property includes a leasehold estate, all payments and obligations required of the Grantor or his suc-cessor in interest under the terms of the instrument or instruments creating such leasehold, (6) all payments and monetary obligations required of the owner of such property under any Declaration of Covenants, Conditions and Restrictions pertaining to such property or any modification thereof, and (7) any sums ad-vanced or paid by Beneficiary or Trustee under any clause or provision of this beed of Trust. Should Grantor fail to make any such payment, Beneficiary, payment together with any costs, expenses, fees, or charges relating thereto, in-cluding employing attorneys and paying their reasonable fees. Any such sum, vanced or paid at the same rate as the promissory note and shall be secured by this Deed of Trust.

Chis' Deed of Trust.
5. DEFENSE OF TRUST. To defend this trust in any action or proceed-ing purporting to affect said property, the title thereto or the rents, issues and profits thereof, and to file and prosecute all necessary claims and actions to pre-or Beneficiary, at any time during the continuation of this trust, is hereby such claim or action. Trustee or Beneficiary may appear or intervene in any claim, action or proceeding, and retain counsel therein and take such actions such claim or action. Trustee or Beneficiary may appear or intervene in any therein, as either may be advised to do, and may settle, compromise or pay the sums of money as either may deem necessary. Grantor will pay to Trustee or of them may incu in defending this trust therein at the two or either or remedy hereunder together with interest thereon at the rate provided in the such amounts to the indebtedness secured hereby and such amounts shall earn then effective rate of interest of the note secured hereby. The repayment of provisions of the preceding sentence is secured by this Deed of Trust.

In the amounts which may be inclured by the beneficiarly of Hastee parsuant to the provisions of the preceding sentence is secured by this Deed of Trust.
6. RESERVES FOR TAXES, ASSESSMENTS AND INSURANCE payments required hereunder, monthly advance installments, as estimated by they are due, or before delinquency, of any or all of the insurance premiums, taxes, and assessments referred to in Paragraphs 3, 4 and 5 above, to the extent that Grantor has made the payment segurine the provisions of this paragraph and at that time held by Beneficiary are insufficient to discharge the obligation of Grantor to pay such taxes, assessments and insurance premiums, Grantor shall pay to Beneficiary are insufficient to discharge the obligation of Grantor is pay such taxes, assessments and insurance premiums, Grantor shall pay to Beneficiary into any be held by Beneficiary pursuant to this paragraph unless otherwise required by law shall be property of Beneficiary may select or designate, may be comingiled with other funds of property of Beneficiary pursuant to this paragraph unless otherwise required by law shall be property of Beneficiary pursuant to the designate, may be contingiled with other funds of the sole property of Beneficiary are shall be no duty or obligation for the Beneficiary pursuant to the sole of property of Beneficiary. There shall be no duty or obligation for the Beneficiary to account to Grantor for any earnings or profits that may be derived from the payment of any one state states, assessments, and interest bearing and may be held for Beneficiary pursuant to this paragraph and the beneficiary pursuant to the sole property of Beneficiary. There shall be no duty or obligation for the Beneficiary and any income that may account to form the property of Beneficiary to the sole of the form to the sole of the payment of any one scured hereby or refunded to the Grantor, for the payment of the payment of any one scured hereby or refunded to the grantor so beligation to the payment of any one scured her

Grantor and Beneficiary further covenant and agree as follows:

Grantor and Beneficiary Juriner covenant and agree as Jollows: 7. DEFAULT. Beneficiary's Right to Accelerate: Default shall occur if: (a) payment or performance of any note, indebtedness, liability or obligation ner agreed; or Granty interest thereon be not made at the time or in the man-ner agreed; or Granty interest thereon be not made at the time or in the man-ner agreed; or Granty interest thereon be not made at the time or in the man-ner agreed; or Granty interest thereon be not made at the time or in the man-ner agreed; or Granty, without limitations mining, drilling, or extracting oil, gas, or other hydrocarbon substances, or any mineral of any kind or character; or (c) if suit be commenced to condemn the property as being unfit for human use and occupancy or to abate as a nuisance activities or conditions found written material misrepresentation or failed to disclose any material fact, in Grider to induce Beneficiary to enter into the transaction evidenced by the promis-sory noise or noise of agreements which this Deed of Truis secures. If any of the if Beneficiary consents to the same or fails to exercise its rights to declare all deemed or construed as a waiver, and the consent of failure shall not be quired on all successive occurrences:

quired on all successive occurrences; 8. REMEDIES UPON DEFAULT. Upon the happening of any such default, Beneficiary or Trustee, or both, may, without the necessity of any notice to or demand upon Grantor or any other party liable for the said indebtedness or having an interest in said property, do any or all of the following: (a) declare all indebtedness secured hereby immediately due and payable; (b) take possession of indebtedness secured hereby immediately due and payable; (b) take possession of the or said property and any personal property thereon used in the opera-tion of said property and any business conducted thereon without liability or or. Trustee may deem necessary or desirable to conserve the value thereof; (c) to the extent permitted by law, bring an action to enforce the payment of any note or indebtedness secured hereby without the necessity of exercising any remedy hereunder, or, the prior sale of said property and without thereby woiling any other right or remedy; (d) perform any of the foregoing acts with or without and in any case without necessity of the adequacy of security; (e) bring an action in any court of competent jurisdiction to foreclose this Deed of presentation to sell and without regard to the adequacy of security; (e) presentation to it of an instrument signed by Beneficiary setting forth Jacts there and; conclusive all fects and statements therein, and to act thereon herewinder. (h) In the event any noise secured hereby is placed in the hands of an expenses of such attorney or agent even though no suit or action, to collects as attoring or agent for collection the Grantor agrees to pay the reasonable fees and expenses of such attorney or agent even though no suit or action, to foreclose the secured hereby and such amount shall earn the then effective rate of indebtedness secured hereby.

24. PAYMENT OF EXPENSES. Grantor will pay immediately and upon demand all charges and expenses, including charges imposed by the Beneficiary for returned or uncollected items, services of attorneys, accountants, real estuate brokers and other performance or for labor and materials, charged incurred or paid by Beneficiary or Trustee to property secured here made hereunder by law with Interest thereon at the or remedy for which provision is same shall be secured hereby.

January 23, RIGHT TO FORECLOSE AS MORTGAGE. The power of sale con-ferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon

Such notice. 15. FAILURE OF GRANTOR TO COMPLY WITH DEED OF TRUST. Should Grantor fail to make any payment or to do any act as provided in this Deed of Trust, or fail to perform any obligation secured by this Deed of Trust of to any act Grantor agreed not to do. Grantor shall then be in default under this be do any act grantor agreed not to do. Grantor shall then be in default under this obligation hereof, and without contesting the validity or amount of the same shall have the right, at its option, to declare all sums secured hereby immediately the and payable and may make or do the same in such manner and to such extent such power, pay necessary to protect the security hereof. Beneficiary beau under the right of the same of the same in such manner and to such extent such power, pay necessary employ counsel and pay his reasonable feel with Trustee the Deed of Trust and anotes on other agreements and such documents as required by Truste evidencing expenditures or advances secured theorements as required by Trustee evidencing expenditures or advances secured theorements as required by Trustee evidencing expenditures or advances secured theorements as required by Trustee evidencing expenditures or advances secured

23. WAIVER OF STATUTE OF LIMITATIONS. Time is of the essence in all Grantor's obligations hereunder, and the fullest extent permitted by law, Grantor waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereunder in any action or proceeding for the purpose of enforcing this Trust or any rights or remedies hereunder.

Petain them). Petain them). Petain them). 14. RIGHT TO COLLECT AND RECEIVE RENTS AND PROFITS. Mowithstanding any other provision' hereof. Bierficiary and Trustee hereby attics, earnings and profits of such property as they become idue and payable, but attics, earnings and profits of such property as they become idue and payable, but address. Such permission to Grantor, mailed to Grantor without default by Grantor in payment of any indebtedness secured hereby or in the appointed by the Court, and without regard to the adequate of any security for the indebtedness hereby secured, enter upon and take passession of such and and any time without notice, either in person, by agent, or by received appointed by thereof, make, cancel, enforce or modify leases, obtain and and any time some serving in the order of the adequate of any security for the indebtedness hereby secured, enter upon and take passession of such and any time set or modify rents in its own name, sue for or the wase collect the and the same, less costs and expenses of operation and collection in such and any time states and profits thereof, including those past due and unpaid and apply the same, less costs and expenses of operation and collection including the indebtedness hereby secured, enter upon and collection and collection including and apply the same, less costs and expenses of operation and collection including the same best or modify rents in its own name, sue for or there and unpaid and apply the same, less costs and expenses of operation and collection including the indebtedness hereby secured, enter upon and collection including the indebtedness is a profits, thereof, including those past due and unpaid and apply the same, less costs and expenses of operation and collection in such and apply the same, less costs and expenses of operation and collection in such in such another explication thereof as aforesely for such applications. Beneficiary is the indebtedness hereby secured or invalidate any act done pursuant 22. BENEFICIARY RIGHTS ON TRANSFER. As a condition to the Beneficiary giving its consent to a change in title to the property, Beneficiary dinarity required of a new loan applicant and shall be paid a service charge as fixed and determined from time to time by Beneficiary. The service charge as indebtedness secured by this Trust Deed.

21. SUBSTITUTION OF TRUSTEE. Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee edged by Beneficiary and recorded in the office of the recorder of the county or counties where such property is situated, shall be conclusive proof of proper sub-stitution of such successor Trustee or Trustees, who shall, without conveyances duties.

20. TRUSTEE. Trustee accepts appointment hereunder when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. 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 the Trustee.

Insurace shall not be deemed to be a waiver of the right to require such consent in the event of amendments, changes or modifications occurring after the waiver.
13. POWER OF TRUSTEE TO RECONVEY OR CONSENT. Without affecting the liability of any person, including Grantor, for the payment of any mainder jot such and the payment of the payment of any person including such indebtedness as may be due at the thereafter secured hereby, including such indebtedness as may be due at the thereafter full reconveyance, or the lien of this Deed of Trust upon any reverse of the remainder of such property (other than any be due at the thereafter, secured hereby, or the lien of this Deed of Truste (if so requessed by Beneficiary). Beneficiary of Trustee, (if so requessed by Beneficiary) and presentation of this Deed of the payment of any person or property securing such indebtedness; (a) extend the time or other wise after the following indebtedness; (b) exercises the or other agreement secured hereby, logether with payment of any person or the dien of the following; (b) and presentation of this Deed of the following; (c) any fees of the defense; (c) accept additional security, (a) substitute or release of the substitute or release; (c) accept additional security; (a) substitute or release of property; (b) consent to the making of any may or plat thereof; (c) any grees of any matter sof fact shall without warranty. The recities in any reconverged by any extension agreement or any grees of any matters of fact shall without warranty. The recities in any reconverged of a such reconveyance (unless directed as "the person of a full reconveyance of a such reconveyance of a full reconveyance (unless directed as "the person of a full reconveyance (unless directed as "the person of a full reconveyance (unless directed as "the person of a full reconveyance (unless directed as "the person of a full reconveyance (unless directed as "the person of a full reconveyance (unless directed as "the person of a full reconveyance (unless all other acts required hereunder, or to declare a default for failure so to pay. 19. REMEDIES. No remedy herein provided shall be exclusive of any other remedy, or now or hereafter existing by law, but shall be exclusive of any them may be otherwise entitled, may be exercised from time to time and as often secured hereby, it may enforce the sale thereof at its option, either before, con-temporareously with, or after the sale thereof at its option, either before, con-by it to Grantor, the whole or is option, offset against any indebiedness, and obligation so to do, and without affecting the indebiedness becured, hereby, and the gayment of any undebiedness secured hereby and obligation so to do, and without affecting the Beneficiary may have the provided the payment of any indebiedness secured hereby, and to Grantor, the whole control, including without affecting the Beneficiary is hereby authorized and the Beneficiary is descented by any savings account, investment con-troposession or under its control, including without affecting the Beneficiary may have in its fiftate or any reserves. In order to assume the definiteness and certainty of the set of claims and no offset of any indebiedness secured hereby and of the fiftate or any reserves. In order to assume the definiteness and certainty of the set of claims and no offset shall relieve Grantor from paying installments on the 20. TRUSTEE. Trustee accepts appointment hereunder when this Deed

(60) days after such request is made. 12. LEASEHOLD ESTATES. If the security for this Deed of Trust is a lease hold estate, Grantor agrees (a) to perform each and every obligation of the lease in such leasehold estate, and (b) not to amend, change or modification of the hold interest, or agree to do so, without the written consent of Beneficiary being able. Consent by Beneficiary to one such modification shall not be deemed to be a waiver of the right or equire such consent to future or successive amendments, the advine of the right to require such consent to future or successive amendments, the event of amendments, changes or modifications soccurring after the waiver. 13. HOWED OF TRUSTEE TO DECONVEY OF CONSENT Without the date of said sale and without demand. 18. NO WAIVER OR MODIFICATION UNLESS IN WRITING. No be effective unless in writing signed by said Beneficiary. Waiver by Beneficiary of any right granted to Beneficiary under this Deed of Trust shall of this Deed of Trust as to any transaction or occurrence shall not be deemic sum secured hereby after its due date, or by making any payment of any provision any act on behalf of frants that Grantor was obligated hereunder but failed to payment when due of all sums so secured not waive its right to require prompt all other acts required hereunder, or to declare a default for failure so to pay. 10 DEMETHES No remody herein provided shall be exclusion of any 10 DEMETHES No remody herein provided shall be exclusion of any

Trustee in this Deed of Trust as their interest may appear in the order of their priority. The surplus, if any, to the Grantor of this Deed of Trust or to his suc-score the surplus of the truther of the truth of the truth of the truth of the conclusive proof of the truthfulness and regularity thereof. Grantor agrees to the date of said sale and without demand.

11. CONDOMINIUM, COMMUNITY AND PLANNED DEVELOP. MENT PROJECTS. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Grantor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the Declaration of Covenants, Conditions and Restrictions pertaining to such condominium or project. Upon the request of Beneficiary each and every obligation to be performed by them, if the same have not been (60) days after such request is made.

any unpaid palance of said indecidents. 17. PROCEEDS OF SALE. Upon sale, Trustee shall, after receipt of the amount paid, deliver to the purchaser its Deed conveying said property without warranty as to title, possession or encumbrances and shall apply the proceeds of the sale in the following order or encumbrances and shall apply the proceeds of a. To the expenses of the sale, including the compensation of the b. To the total obligation secured by this Deed of Trustee. C. Trustee, in this Deed of Trust as their interest may appear in the order of their priority.

16. NO WAIVER OF BENEFICIARY'S RIGHTS. 16. NO WAIVER OF BENEFICIARY'S RIGHTS. Acceptance by Beneficiary of any sum on account of any indebtedness secured hereby, after the date when such sum is due or after recording a notice of default and election to sell shall not constitute a waiver of the right either to require prompt payment when due of all sums secured hereunder or to declare a default for failure to pay or a any unpaid balance of said indebtedness.

hereby. Trustee, upon presentation to it of a notice signed by Beneficiary setting forth facts showing a default by Grantor under any paragraph or provision con-facts and statements therein and to act thereof hereunder without any indepen-bound thereby. After the lapse of such time as there may be required by law bound thereby. After the lapse of such time as there may be required by law given as then required by taw, Trustee, without demand on Grantor, shall sell and place of sale of all or spearate parcets, and in such ords as it or and place of sale of all or states. Trustee may be such property either as a whole or in separate parcets, and in such ords as it or and place of sale of all or states. Trustee may be such property either as a whole or in separate parcets, and in such ords as it or and place of sale of all or states. Trustee may postpones and change the time and place of sale of all or states. Trustee may postpones and change the time place to place thereafter, without any further posting or notice thereof, may same city or other place as fixed in said notice of sale and from time to time and postponement, where or not said place fixed by any postponement be in the same city or other place as fixed in said notice of sale. 16. NO WAIVER OF BENEFICIARY'S RIGHTS. Acceptiance by

CONDEMNATION — INJURY TO PROPERTY.
 Condemnation: All settlements, awards or damages in connection with any condemnation: All settlements, awards or damages in connection to Beneficiary, which may deply said moneys to any indebledness secured hereby or release the same, or any part thereof, as it may elect.
 Injury to property. All causes of action whether accrued before or for metages in tort or contact and thereof, or in connection with this transaction or in connect of the date of this. Deed of Trust, for all types of damage or injury to solve any here thereof. Injury to property or any part thereof, including causes of action with this transaction or in connection with or affecting said property or any part thereof, including causes of action for fraud or concealment with or affecting said property or any part thereof, including causes of action for fraud or concealment for years and the proceeds from indgement or settlement thereof are say, after deducting therefor and its expenses, including reasonable altorneys insurance. Beneficiary may at its option appear in and proseeds of firm and with the stransaction and with the stransaction and with the stransaction of any cause any moneys so received by it in such manner and with the stransact of any compromise or settlement thereof. Grantor agrees to execute such further assign shall be a time of the disposition of proceeds for any firm and one manner and with the stransact of any compromise or settlement thereof. Beneficiary and the proceeds of executes such further assign any active any state cause of action and may manner and with the stransact on as thereof any any active any state cause of action and may make altorneys instruction action action argues to execute such further assign at the option and prosecutes the state any moneys as the adapted to a state any money as the adapted to the disposition of proceeds for any dimension and may make altored thereof. Grantor agrees to execute such further assign any active assi

10. PROPERTY INSPECTION. Beneficiary at any time during the con-tinuation of this Trust may enter and inspect such property at any reasonable time.

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and ather Deeth of Frank et ei a fan san stear a hendlochey, 16 Academidial an a publicier heidicht lie Archester IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, or if a corporation, has caused these presents to be duly executed by authority of its Board of Directors all on the day and year first above written.

(Seal)

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26. APPLICATION OF PAYMENTS AND PROCEEDS. Despite any contrary provision herein of in the promissory note of Grantor, Beneficiary shall have the absolute right to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items composing Grantor's in-dehedness secured hereby. 27. GENERAL PROVISIONS. (a) This Deed of Trust applies to, inures D. FAILURE OF OLGANIOR (D.C.MUEL 91111 (DIGATOF 1005) Showld Grontof full to make any hoyment of 'or de ...'n the argument Deed of Trust, or fail to perform any obligation secured by this Deel of Trust of do any act. Granter agreed net to also forming that there is an actinut weaker this Deed of Trust, and Benchmerk (but without notification 22 to do can section Deed of Trust, and Benchmerk (but without notification 22 to do and section native to on demand upon Granter and without releasing Grants from any andice to on demand upon Granter and without releasing Grants from any andice to endemand upon Granter and without releasing Grants from any andice to endemand upon Granter and without releasing Grants from any andice to endemand upon Granter and without releasing Grants from any and without keredy and watcher contrasting the validity of upon any the second 15. FAILURE OF GRANTOR TO CLMPLY WITH DEED OF TRUST

is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. The product of particular and considered this Deed of Trust as a mortgage.

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to the benefit of, and binds, all parties hereto, their heirs, legates, devises, ad-ministrators, executors, successors and assigns; (b) the pledge, of any note secured hereby, whether or not named as Beneficiary herein; (c) wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and vice-versa; (d) captions and pergraph headings used herein are for convenience only, are not a part of this Deed of Trust, and shall not be used in construing it. (e) Should any portion of this Deed of Trust be declared unenforceable or invalid it shall not affect the validity of the remaining nortions. remaining portions. is parameter an environment NALVE UNIX.

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