(MTMES TANKAT DEED) and and EVELONNE A. SMITH, husband and vife (9.83, between the second	GHIRODOINÍ CUR	TRUST	DEED	996. <u>-183</u> -59-	1293
as Granto, TRANSAMERICA TIVILE INSURANCE COMPANY as Trustee as	THIS TRUST DEED, made, this	<u>22nd</u>	ay ofJu		83, betwe
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 To service or density any building or improvement have a property of the service and service property of the service of the serv	To protect the security of this trust deed,	érantor aérees:	(a) consent to the mal	ing of any map or plat of said p	roperty; (b) join
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 b) the curse of warms and wall. In the latter event the bondicity or thruster and the provide of an appropriate of the second of the	ciary upon any indebtedness secured hereby and in such	order as beneficiary	declare all sums secure event the beneficiary a	d hereby immediately due and p t his election may proceed to form	ayable. In such close this trust d
 tases, assessment and other charges that may be levied or assessed upon or against and project to branch and there charges of all, give more against and proceed to forechose this trust deed there is a start of the charges payable by farmor, either or and a scale to branch any there is an adverte to be appreciated in ORS 86.740 to 88.785. Shub the branch providing beneficiary with funds with which to make payment is a start of the charges payable by farmor, either or and a scale to branch any the providing beneficiary with funds with which to make payment is a start of the data start of the charges payable by farmor, either or and a scale to branch any the providing beneficiary with the obligations described in paragrapha 6 and 7 of this there are all the data any time and in the start deed and a start of the obligation herein and the obligation herein and there are all the order of the payment of the obligation herein and there are all the obligation and trustes and atomy is fer mode of a start payment including the court noise, and the nonpayment intered stall be include to the payment of the obligation and trustes and atomy is fer and the obligation and trustes and atomy is fer and the obligation and trustes and atomy is fer and the obligation and trustes and atomy is fer and the obligation and trustes and atomy is fer and the obligation and trustes and atomy is fer and the obligation and trustes and atomy is a start of the obligation and trustes and atomy is a start of the obligation and trustes and atomy of the trustes and atomy is a start of the obligation and trustes and atomy of the second with or in subording the costs and expenses of the truste atomy is any assister of the second with the original the original and expertent and trustes and atomy is a start of the soligation and trustes and atomy is a start of the soligation and trustes and atomy is a start of the soligation and trustes and atomy is a start of the soligation and trustes and atomy is a start of the sobligation atom trus	act done pursuant to such notice. 5. To keep said premises free from construction	Lens and to pay all	advertisement and sale. execute and cause to be	In the latter event the beneficiary recorded his written notice of del	or the trustee # wit and his elect
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trust deed, whall be added to and become a part of the debia secured by the trust deed, without waiver of, damy, wight a simil, from breach, of any of the correnants hereol and for such payments, with interest as aloreasid, the prop- erty hereinbefore described, as well as the farmor, while and payable and described, and all such payments shall be innerediately due and payable and the accurate the secure of the secure	make such payment, beneficiary may, at its option, m and the amount so paid, with interest at the rate set forth basis to the with the obligations described in parage	ake payment thereof, In in the note secured and 5 and 7 of this	ORS 80.760, may pay tively, the entire amount	to the beneficiary or his successor at then due under the terms of the	s in interest, resp trust deed and
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 constitute a breach of this fruit deed. 6. To pay all costs, lees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustees and attorney's lees actually incurred. 7. To appear in and defend any action or proceeding purporting to affect the security rights or, powers of beneficiary or trustees and attorney's lees and attorney's lees and attorney's lees and the beneficiary or trustees and and used to pay all costs and expenses of all the trustees at the same of the trustee at all to pay all costs and expenses of all costs and in the seven of the angle at the trustee at the same of the trustees at the same of the trustee at the same of the same	same extent that they are bound for the payment of described, and all such payments shall be immediately d	the obligation herein ue and payable with-	the delault, in which e the trustee.	vent all foreclosure proceedings al	all be dismissed
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 action or proceeding in which the beneficiary or trustee may appear, including any suit kor the forecdosure of this deed, to pay all costs and expenses, in cluding evidence of title and the beneficiary's or trustee attorney's less mentioned in this paragraph 7/s all costs and expenses, in the paragraph 7/s all costs and expenses, or any provided herein, trust wells all court, strator further agrees to pay such sum as the appear of the any portion or all of said property shall be taken if is a mutually adreed that: B. In the event that any portion or all of said property shall be taken right of emirent domain or condemnation, beneficiary and they family resonable costs and expenses. B. In the event that any portion or all of said property shall be taken right of emirent domain or condemnation, beneficiary and they grantor in such proceedings, shall be paid to beneficiary and partiel costs and expenses. B. In the trial and appellate courts, necessarily paid or incurred by grantor in such proceedings, and the balance applied upon the indefined cost said expenses. B. At any prime and from time to time upon written request of instruments as shall be necessarily paid or incurred by therein furth at the tot into upon written request of the indefining such astrongy in obtaining such accessor or successors that trust when this deed, duly executed and the property in such proceeding such as the interment on too tool the successor or countered of the successor trustee in the the indefinition of this deed and the note for execute such information at the indefinition such accessing parts in the indefinition accessing as and expenses in the indefinition accessing as a strongy in obtaining such accessing and the parts in the indefinition accessing as a strongy in obtaining such accessing as a strongy in obtaining such accessing a strongy and accessing as a strongy and accessing as a strongy in a strongy accessing as a strongy in a strongy accessing as a strongy and accessing as a s		stee; and in any suit,	plied. The recitals in th	e deed of any matters of fact shall	be conclusive p
 amount of attorney's tees mentioned in this paragraph 7'sh all cases shall be time to any present ion any judgment or discress of the trust court of all ocust and in the event of an appeal from any judgment or discress of the total court, grantor turther agrees to pay such sum as the appellate court, at all or easy pays and such appeal. If is mutually agreed that: If is mutually agreed that: In the event that any portion of the money shall be taken infinite the right of a month requires that all or easy portion of the money shall be paid to pay all reasonable costs, expenses and altorney's lees necessarily paid or incurred by grant or in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and altorney's lees necessarily paid or incurred by grant and applied costs, necessarily paid or incurred by grant or in such proceedings, shall be paid to beneficiary and entry in such proceedings, and the balance applied upon the indeferent such and grants are agreens, to take such correct, which, when recorded in the successor trustee is the appoint a uccessor or trustes, the successor trustee is appointed by the successor trustee is appointed in the trust and applied to the paint or successor trustee. If a mutuing the courts, is now response and altorney's lees and execute such instruments a sit own expense, to the successor or counties in which the property is situat and applied to the to time upon written request of the necessarily in obtaining successor or counties in which the property is situat and applied by it instruments a stat is own expense, to the successor trustee accessors in which the property is situat and applied to the to time upon written request of the successor is appliced applied with all the count is any appliced of the successor is a stat and applied by it instruments aresecute applied with all the count is any applied with all the	fees actually incurred. 7. To appear in and delend any action or pro- affect the security rights or powers of beneficiary or true	nay appear, including	15. When truste	e sells pursuant to the powers pro	vided herein, tru expenses of sale.
It is mutually agreed that: B. In the event that any portion or all of said property shall be taken inclusted by the successor in interest entitled to a surplus, it any, to the grantor or to be successor in interest entitled to a surplus. B. In the event that any portion or all of said property shall be taken indextension of such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and execute such instruments as all to expense, to take such actioning such and grantor agrees, at its own expense, to take such action and grant and agrees at its own expense, to take such action, promptly opon and grantor agrees, at its own expense, to take such action, promptly opon and presentation of this deed and the note for ficiary of a field est and presentation of this deed and the note for the success of the s	1 ses actually incurred. 7. To appear in and delend any action or prov affect the security rights or powers of beneficiary or truster action or proceeding in which the beneficiary or truster any suit for the foreclosure of this deed, to pay all co chyline evidence of title and the beneficiary's or trustee	sts and expenses, m-	Trans provers	and all designed and a second his	charge by trust
8. In the event that any portion or all of said property shall have the right, ii it so elects, to require that all or any portion of the monins property shall have the right, ii it so elects, to require that all or any portion of the monins preaded as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grante to the successor trustee, herein are to prover and duties conferred upon any trustee herein named er appoint a successor trustee in the successor trustee. Herein, and with applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appelied costs, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebideness secured hereby; and grantor agrees, at its own expense, to take such accounty or counties in which the property is situat and appelied by its is own expense, to take such accounts prod al proper appointment of the successor trustee. Hereby; and grantor is trusted as a hall be more sort of this deed and the note for sort of the second of the second and the second by any truste accepts this trust when this deed, duly executed to follow and the second by the second and the note for the second and the resonverse. In concentation of this deed and the note for the second and the event attrust, and the second by the second by a second by the second by any truste accepts the second by t	less actually incurred. 7. To appear in and delend any action or provallect the accurity rights or, powers of beneficiary or truster action or proceeding in which the beneficiary or truster any suit dor the foreclosure of this deed, to pay all co-challing evidence of title and the beneficiary's or truster changes of title and the beneficiary's or truster changes. I deformed in this paragraph 7 timed here the location of the two the origin over the time in the second of the two the deformed in the second of the two the deformed in the second of the two the deformed of the two the t	ists and expenses, m- is attorney's fees; the fan all cases shall be form any judgment or such sum as the ap-	cluding the compensation attorney, (2) to the of having recorded lines	digation secured by the trust deed	, (3) to all pers trustee in the t
as compensation for such taking, which are in escess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's lees both in the trial and appellate courts, necessarily paid or incurred by bene- liciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and erecute such instruments as shall be necessary in obtaining such com- ponsation, promptly upon beneliciary's request. 9. At any time and from time to time upon written request of bene- ficiary, payment of its lees and presentation of this deed and the note for evolution of the scores of hold reconverse. for cancellation, without allecting trust or of any action of proceeding as under any other deed trust or of any action of proceeding as under any other deed trust or of any action or proceeding as a which grantor as a start.	I see actually incurred. 7. To appear in and delend any action or proc affect the security rights or, powers of beneficiary or truster action or proceeding in which the beneficiary or truster any suit for the foraclosure of this deed, to pay all co cluding evidence of title and the beneficiary's or truster amount of attorney's itees mentioned in this paragraph 7 lived by: the trial court, grantor luther afrees to pay pellate court shall educate and in the svent of an appeal i. decree of the trial court, grantor luther afrees to pay pellate court shall iducide reasonable as the beneficiary ney's less on such appeal. It is mutually adreed that:	sta and expenses, m- is attorney's less; the 'an all cases shall be rom any judgment or such sum as the ap- t's or trustee's attor-	cluding the compensation attorney; (2) to the of having recorded limm is deed as their interests surplus, if any, to the	digation secured by the trust deed absequent to the interest of the may appear in the order of their p	, (3) to all pers trustee in the tr whetly and (4)
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and execute such instruments as shall be necessary in obtaining busic com- ponsation, promptly upon beneliciarys request. 9. At any time and from time to time upon written request of bene- ficiary, payment of its fees and presentation of this deed and the note for reducement (in case of bulk reconveyances, for cancellation), without affecting	Ises actually incurred. 7. To appear in and delend any action or proc affect the security rights or, powers of beneficiary or trustee action or proceeding in which the beneficiary or trustee any suit for the foraclosure of this deed, to pay all co cluding evidence of title and the beneficiary's or trustee amount of attorney's itees mentioned in this paragraph 7 lixed by: the trial court, grantor luther afrees to pay pellate court shall educide reasonable as the beneficiary provide the trial court, grantor luther afrees to pay pellate court shall educide reasonable as the beneficiary ney's less on such appeal. It is mutually agreed that: 8. In the event that any portion or all of said pr under the right of entiment domain or condemnation, ben right, it is more than the there any portion of as compensation for such taking, which are in ercors of as compensation for such taking, which are in ercors of an importance in the mean and attorney's tee incompet he deentor in work proceeding, shall be pain in the new provention.	sta and expenses, m- is attorney's lees; the 'in all cases shall be room any judgment or such sum as the ap- 's or trustee's attor- icary thall be taken richary thall have the itcher monies, psyable the amount required a no censarily paid or to beneficiary and	cluding the compensative attorney, (2) to the of having recorded lisms deel as their interests surplus, if any, to the surplus, if any, to the surplus, if any, to the surplus, if any, to the successor insite appoint conveyance to the succ powers and duties con	bilightion secured by the trust deed subsequent to the interest of their may appear in the order of their ; grantor or to bie successor in inter- soon permitted by law beneficiary r or successors to any trustee nam red hereunder. Upon such appoin sessor trustes, the latter shall be r lerred upon any trustee herein r	(3) to all pers trustee in the tr wintify and (4) rest entitled to so may from time ed herein or to a tment, and with rested with all ti sorred or appoint
ficiary, payment of its lees and presentation of this deed and the note for obligated to notify any party hereto of pending sale under any other deed ender the seconverse of the reconverse of	I see actually incurred. 7. To appear in and delend any action or proc affect the security rights or, powers of beneficiary or truster action or proceeding in which the beneficiary or truster any suit for the foreclosure of this deed, to pay all co cluding evidence of title and the beneficiary's or truster amount of attorney's itees mentioned in this paragraph 7 lived by: the trial court, grantor luther afrees to pay pellate court shall educide reasonable as the beneficiary pellate court shall educide reasonable as the beneficiary ney's tees on such appeal. It is crustually agreed that: 8. In the event that any portion or all of said pr under the right of seminent domain or condemnation, bene right, it is of seminent domain or condemnation, bene right, it is of seminent domain or condemnation, bene right, it is on the such taking, which are in excess of to pay all reasonable costs, expense and attorney's fer incurred by grantor in such proceeding, shall be pain applied by it first upon any reasonable costs and expenses.	sta and expenses, m- is attorney's lees; the 'in all cases shall be room any judgment or such sum as the ap- 's or trustee's attor- ics or trustee's attor- licitary thall have the it charmonies, payable the amount required a necessarily paid or to beneficiary and and attorney's lees.	cluding the compensative attorney; (2) to the ol having recorded lima: dicel as their interests surplus, if any, to the surplus. I.6. For any re- time appoint a successo successor trustee appoint conveyance to the succ powers and duties con powers and duties con hereunder. Each such a instrument executed by and its place of record	bilgation secured by the trust deed subsequent to the interest of their grantur ut to bie successor in inte son permitted by law beneficiary or successors to any trustee nar- rest france, the latter shall be- leared upon any trustee herein r jepointment and subsitution shall be beneficiary, containing reference i, which, when recorded in the o	(3) to all pers trustee in the ts wivity and (4) rest entitled to su- may from time ed herein or to a timent, and with the sted with all ti- serned with all ti- serned with all ti- serned by write to this trust of flice of the Cou- flice of the Cou-
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The grantor covenants and ag fully seized in fee simple of said desc	rees to and with the beneficiary and those claiming under him, that he is law- mbed real property and has a valid, unencumbered title thereto
Science, procession of the second sec	an again and the nate all states to be all and all so as
and that he will warrant and forever	delend the same egainst all persons whomsoever.
(a) A set of the se	(a) Sector and Carlos and Carl
(a) Drinberily lor prantor a personal	eds of the loan represented by the above described note and this trust deed are: , family, household or agricultural purposes (see Important Notice below), grantor is a natural person) are for business or commercial purposes other than agricultural
This deed applies to, inures to the tors, personal representatives, successors an contract secured hereby, whether or not nan masculine gender includes the feminine and	id the beneficiary is a creditor ng Act and Regulation Z, the guidation by making required s to be a FIRST lien to finance form No. 1305 or equivalent:
STATE OF CALIFORNIA	Ses
COUNTY OF LOS Angeles	On this 28th day of July in the year 19 83
	On this <u>20 cm</u> day of <u>0 cm</u> , in the year 19, before me, the undersigned, a Notary Public in and for said State, personally appeared. Donald Evert Smith and Evelonne A. Smith
	personally knowly to me
	(or proved to me on the basis of satisfactory evidence) to be the person \underline{S} whose name \underline{S} are subscribed to the within instrument, and acknowledged to me that \underline{t} by
By Conce. Bayles Hay 7, 1985	executed it.
an a	WITNESS my hand and official seal.
	Notary Public in and for said State.
	Notary Public in and for said State.
ONSE WOLCOTTS, MC.	
ONE2 WOLCOTTE, MC.	REQUEST FOR FULL RECONVEYANCE
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