91.FW	N # 44-001437-3 45788	nice to Breadona	TRUST DEED HEDING	Vel. M85 Page.	2114
THIST	RUST DEED, made this	ad	day of	19 / 5 , between	<u>A second second</u>
	HOWARD, Carol	A. (Who t	<u>ook title as Carol</u>	<u><i>M</i>A. McCullough</u>	, as Grantor,
al charles in <del>The second s</del>	Safeco Title	[nsurance	<u>Co.</u>		as Trustae, and
	Sears Home Mai		🖡 es no referen alstad autopa An	a. 特殊的,在我的工作中没有这些专家的问题,在我们的问题,并我们	ne Beneficiant
	lui (joge 1 garå)∿ (* angel joge kom gar Sudore	n in new an ear mars a har A tag	witnesseth;	, Benil Scie Jugers and entrop submit (11,80 16 (5)1000 and andre facts statements (16,100 10 (5) (5) (5) (5) (5) (5) (5) (5) (5) (5)	n de Gaeura 1 de la Caeura 1 de noi damai
Granto	or irrevocably grants, bargair	is, sells and conve	KLAMATH	er of sale, the property inCounty, Orego	
	River Highway i	n Section Meridian.i	13, Township 35 Sc n the County of Kl	the Chiloquin-Sprague buth, Range 9 East of lamath, State of Oregon, in the NE <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>2</sub> NW <sup>1</sup> / <sub>2</sub> of said	<u> </u>
∎r	ALSO EXCEPTING	THEREFROM	the following desc	cribed land:	
	the SE $\frac{1}{2}NW_{2}^{1}$ , Sec Willamette Meri line of said SE said SE $\frac{1}{2}NW_{2}^{1}$ to Sprague River H Northerly bound Highway to the point of beginn	tion 13, 1 dian; then the Northe lighway; th lary line c West line ling.	Cownship 35 South, ace East 60 feet pare ace South parellel erly boundary line hence Northwesterly of the said Chiloqu of said SE2NW2; th	y along the said uin-Sprague River hence North to the	ontract of a Total of ntage Rate is thereof; y under or introneed
	489.5 feet of t	the SHNEZ.	Section 13, Towns	the NE½NW¼ and the Nor hip 35 South, Range 9 unty of Klamath, State	th promptly all claims ir improve- iolation of herein not
2. To benefician hereby an released to pursuant t	provide, maintain and deliv y. The amount collected d in such order as beneficia g grantor. Such application to such notice.	under any fire of ary may determin a or release shall	r other insurance policy may be le, or at option of beneficiary to not cure or waive any default c	sfactory to the beneficiary and with loss e applied by beneficiary upon any indet he entire amount so collected or any part or notice of default hereunder or invalid as well as other costs and expenses of the	thereof may be ate any act done
in connect	tion with or enforcing this o	bligation, and tru	stee's attorney's tees actually in	curred as permitted by law.	A. S.
trustee: ar	nd to pay all costs and exp	enses, including c	osts of evidence of title and at	security hereof or the rights or powers or torney's feet in a reasonable sum as per the second se	milled by itaw, m
5. To	pay at least ten (10) days and liens with interest on the	prior to delinque	ncy all taxes or assessments affort thereof that at any time app	ecting the property; to pay when due all pear to be prior or superior hereto.	i encumbrances,
6. If g without c or cause 1 ficiary ma porting to lien, whic therefor 1	rantor fails to perform any obligation to do so and with to be performed the same in ay, for the purpose of exer o affect the security hereof th in the judgement of ben	of the above dut out notice to or on such manner and cising said power, or the rights and i ficiary may incu- if title, employ or by beneficiary.	ties to insure or preserve the su demand on grantor and without d to such extent as beneficiary r ; enter onto the property; comr powers of beneficiary; pay, purc r any liability, expend whatever ounsel and pay his reasonable fe together with interest from date	bject matter of this trust deed, then bene releasing grantor from any obligation her may deem necessary to protect the securi mence, appear in or defend any action or chase, contest or compromise any encumi amounts in its absolute discretion it may es. Grantor covenants to repay immedia e of expenditure at a rate of ten percent	Fliciary may, but reunder, perform ty hereof. Bene- proceeding pur- brance, charge or / deem necessary tely and without (10%) per annum
lt is m	utually agreed that:				o Vituo)
7. An assigned	y award of damages in cont and shall be paid to benefic pyided for disposition of pro	tiary who may ap ceeds of fire or o	ply or release such monles rece ther insurance.	f or injury to said property to any part sived by it in the same manner and with t by Grantor without Beneficiary's prior	
			ent or by operation of law upor	(b) the creation of purchase money sec n the death of a joint tenant, may, at Ben Paraficiary shall have waived such ontio	eficiary's option

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excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request.

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law

12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary consequent to grantor's default.

13. After a lawful lapsc of time following the recordation of the notice of default and the giving or notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

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which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, heredita-ments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits 2115 thereof and all fixtures now or thereafter attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of aven date herewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of Payments of  $$_{12,374,40}$ , payable in <u>96</u> monthly installments of  $$_{128,90}$ , with an Annual Percentage Rate of  $$_{870,00}$ , and any extensions, renewals or modifications thereof; Payments of \$ of 16.000 %, with an Amount Financed of  $\frac{6}{20}$ ,  $\frac{6}{20}$ ,  $\frac{870,00}{20}$ , and any extensions, renewals or modifications thereof, (2) performance of each agreement of grantor herein contained; and (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided. ON PLUP CONTRACT

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

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1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improve-ments to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not

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2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's attorney's fees actually incurred as permitted by law.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and lens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may

b. Is grantor fails to perform any of the above duties to insure of preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Bene-ficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgement of beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary that for including post of avidence of sitts ampleur avisable and avit the property for the property of avidence of sitts ampleur avisable for the property of the property of the property of the property of avidence of sitts ampleur avisable for the property of avidence of si therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum until paid, and the repayment of such sums are secured hereby.

## It is mutually agreed that:

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7. Any award of damages in connection with any condemnation for public use of or injury to said property to any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as

8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for excluding (a) the creation of a lien or encumbrance suborumate to this must beed, by the creation of purchase money secure interest to household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint senant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the side or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the prior to the side or transfer. Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the sums secured immediately due and payable. In such event beneficiary at its election may proceed to interiose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described the trust deed in a manner provided by law real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law.

12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary conse quent to grantor's default.

13. After a lawful lapse of time following the recordation of the active of default and the giving or notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

14. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale including lawful fees of the trustee and the reasonable fees of trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the odd of their priority, and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

15. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the Retail Installment Contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the grantor has herewato set his hand and seal the day and year first ab

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