-001878-8 CCC 52751 a Jovide to proceeds of sale to payment a DEED between a Vol. 5 Page 1399 pared lis of (CF base fault and verbauces another lide and (S), verballs assault to see elements of the set elements of the set elements of the set of the set elements of the set of the s VALDBICDON 19:85 between_ OTTO C. & NEVA A. LUDWIG, husband & Wife transmini verseous and the output of version of the second and the sec as Grantor, It at communes surflie has trans as Trustee, and SOLAR ENERGY EQUIPMENT DESIGN 2. 1. 29 14 as Beneficiary, d applies to marke to the Smallt of any black all parties hereto, drain heirs, legatess, devises, administrators, executors, successors and The turn parenticities shall must be halder and ownei HTBRSANTIW gas, of the Retail Installment Contract secured hereby; whether is deed at p 2701228 eningent eff rebulant abuse enilogen and resident as trained ant takes of the test and resident and resident and resident and conveys to trustee in trust, with power of sale, the property in and a formed as berner run io

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County, Oregon, described as Lot 37, FAIR ACRES SUBDIVISION NO. 1, according to the official plat thereof on-file, in the o-fice of the County Clerk of Klamath County,

Oregon .

which real property is not currently used for agricultural, timber or grazing purposes, 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 thereafter attached to or used in connection with said real estate:

AVTE

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of even 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 of $\frac{15,076.80}{15,500}$, payable in 120 monthly installments of $\frac{125,64}{15,500}$, with an Amount Financed of $\frac{7,550.00}{15,500}$, and any extermined and any extermined of $\frac{125,00}{15,000}$ Payments of \$_15,076.80 ... with an Annual Percentage Rate of , 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.

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

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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 improvements 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 excluding the general.

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 released to grantor. 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 liens 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, 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. Beneficiary 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 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:

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 above provided for disposition of proceeds of fire or other insurance. 31

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 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. STATE OF OREGON

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. doose cave Labarusting realities set last strenge.

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 insuch 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 const quent to grantor's default.

13. After a lawful lapse 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.

When the rousters sells pursuant to the powers provided (trustee shall apply the proceeds of sale to payment of the expanses of sale to payment of the expan 14. When the runties sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (Fixne expanses 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 order of their priority, and (A) the surplus if any, to the area to the interest in interest entitled to such surplus

naving recorded liens subsequent to use interest of the successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if

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 15. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee, the latter shall be 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 This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and Inis 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.

25 IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written. FAIR RORE according to the of Ukra d cantor **F**EI 000000 OTTO C. LUDWIG Granto ino x Vera LUDWIG NEVA A se n This agricultury of the set of a converse, because which and set and set and set of the rest of the set of the to ment of the unlabedness and all other ladity with to ment. do and act Perionally appeared the above namedBOBERT . If WEBB Personally appeared the above named internet in the second C 5. ġ. foregoing instrument to be OTTO C. & NEVA A LITIUM IG. foregoing instrument to be OTTO C. & NEVA A LITIUM IG. 70 Before me: RENEEd Microsoftic KEY agas entry lie to them vote (5) bas therefore a costent to a monthly public 10 Before me: RENEEd Microsoftic KEY agas entry lie to them vote (5) bas therefore a costent to a monthly public St 12 STATE OF OREGON statement for state gribling yes statement ASSIGNMENT ton charge but said COUNTY OFD GKTYAMATH OS 10919 H Dayouzsh to baganet, baroutanos of year holdy privite year to a superior to a supe , Beneficiary herein, does hereby transfer, STATE OF OR EXAMATH TO 102191 bayonzen to Depart of Destroy Andrew Andre 168 Mauninini -----100 *3 Knows to me to be t STATE OF OREGON' Vis a device and particulation of us that a final of country of particulation of the state o now to interview the last his On this day before me appeared before me <u>DAN_I_STUCKEY</u> Individual(s)/<u>SOLAR_ENERGY_EOUIDMENT_DESIGN</u> [delete inappropriate' option]) that executed the foregoing instrument and acknowledge such execution be the free and voluntary actabilities [delete inappropriate' option]) that executed the foregoing instrument and acknowledge such execution be the free and voluntary actabilities the uses and purposes described in it [delete the following if inappropriate]) and stated on oath that (s) he was authorized to execute it on behalf of the corporation eed of such alf of the g and the provided unbacted a My.commission expires: 20-10-88 The many provide the second second second and the second of the second of the second of the second s Junin. Before me: RENEE M. STUCKEY man Conten Assignment — FOR VALUE, RECEIVED, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor, hereby sells, assigns, transfer, and sets over to American Savings & Loan Assoc, Lake Jackson, Texas, this Deed of Trust, and the Retail Installment Contract together with all of Assignor's and sets over to American Savings & Loan Assoc, Lake Jackson, Texas, this Deed of Trust, and the Retail Installment Contract together with all of Assignor's report of the other property therein described. Tight title and interest in and to the other property therein described. Tight title and interest no and to the other property therein described. The other rest notation of the other property therein described. The other rest notation of the other property therein described. The other rest notation of the other property therein described. The other rest notation of the other property therein described. EXECUTED, THIS hadds 211 day of CAUGUStin meet, 19, 718 85 oned cassing of the other sector of the ECUTED THIS 1998 21 day of CAUGUS UN LIVER 19 YES OF THE CASSIGNOR TO THE PRODUCT OF THE PRODUC the many of the state and bits A tiens bornes all their as a STATE OF OREGON SS vnuggar bier ar vnula Bobert C. di Buxman apprender to and acknowledged the Gounty of B 1-1 Marit pomah Action and voluntary act and deed. Personally appeared the above named /His forégoing instrument to be) 14.87 Distance variables of the second of law upon the death of a jor tenant, may at Beneficiary's option - needint 1.105 ישיטולי איני און אינטארט גס איזאאו אוד דרסטט איני no offeren iteration on their y and the average on Long Charls Constant Stand TRUST DEED STATE OF OREGON 20412.0 SS.agU .e 200 biton tuomiw, amit yns 16 cam ynsigilersd Klamath zestog cyar bus nodu iam County of dequacy of d indicated of tailing . and have a set set of a set of the Trequite and the mo 1. Headler and the second and a second s t bies Otto C. Ludwig name and Neva A - Ludwig to the the _____day of [] <u>ម៉ាឡាកទ ទៅដ</u> for record on the____ SPACE: RESERVED Grantor intence of any agreement. **(OT**issisficient may decin) DON'T USE THIS M., and recorded at <u>11:19</u> o'clock <u>A</u> <u>M</u>, a M85 _____on page n' mune al bier seattaint seats of a bieron year er alt mill also any maintaineas ye best tant and FOR RECORDING TIES WHERE in book Record of Mortgages of said County. ALL ALLA IN ALLA st ve belivore wansmis at bear at co s'outau USED.Jol astruit to arrest off unition in a committees my hand and seal of County affixed, the second _Beneficiary والأروعهما بالتركار us of visibilising van he Bvelyn Bielm, County Clerk AFTER RECORDING RETURN TO: not al do County Clerk Recorder AMERICAN SAVERS MORTGAGE CORP. 13. Atto: n is 20000 AMERICAN SAVENO BARbur Bivd. 9320 S.W. Barbur Bivd. In flos lists patient Suite 255 for no priving and this send towards of suite birds burger 97219 grant as canon Portland, Oregon 97219 grant as canon ucted to estion and to certain de year azes not not had the By Fee:,\$9.00, contrator By hats id table A Deputy