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44-001905-9

WE15936 VOLM85	Page 14872
THIS TRUST DEED, made this day of day of august an and wife	veen, as Grantor,
RANDY F. & PATRICIA L. SAGER, HUSDANC CH. Safeco Title Insurance Company	, as Trustee, and, as Beneficiary,
SOLAR ENERGY EQUIPMENT DESIGN WITNESSETH:	
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in	County, Oregon, described as:
KLAMATH Lot 4, Block 11, TRACT 1143, RESUBDIVISION of a portion of Blocks 11, 12, 13 and 14, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office	

ŝ which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditawhich ical property is not currently used for agricultural, diffuer or grazing purposes, togetter with an and singular the tenements, neredita-ments 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:

of the County Clerk of Klamath County, Oregon.

For the surpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of For the purpose of securing: (1) rayment 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 **Payments of \$15,975,60**, payable in 120 monthly installments of \$133.13, with an Annual Percentage Rate **15,500**, with an Amount Financed of \$8,000,00, 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.

S. 1

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly To protect the security of this trust deed, grantor agrees: and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims and in good and workmannike manner any building which may be constructed, damaged or destroyed therefor and to be pay when due an elama for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvefor lauor performed and materials runnished meretor; to comply with an laws anecting sale property or requiring any attendions 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

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 on the premises satisfactory to the beneficiary upon any indebtedness secured 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 nereby and in such order as beneficiary may determine, or at option or beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or any part there in a beneficiary the entire amount so contected or a beneficiary there in a beneficiary the entire amount so contected or a beneficiary there in a beneficiary the entire amount so contected or a beneficiary there in a be

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 purcuant to such notice.

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 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter or 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 without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform without obligation to do so and without notice to or demand on grantor at hereficient may down protected the security hereof. Benewithout obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation nerediner, 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. Beneor cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security nereor. Bene-ficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding pur-porting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or porting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or porting 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 sume expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) ber annum therefor including cost or evidence or title, employ counsel and pay his reasonable lees. Grantor covenants to repay inititedieuty 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.

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.

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, o. It an or any part of the property of an interest merein is sold of 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, 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 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 prior to the sale or transfer. Beneficiary and the person to whom the property is to be sold or transferred by this Trust Deed shall be at such rate of predit 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 of prior to the sale or transier, beneficiary and the person to whom the property is to be sold or transience 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 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 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 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 roreclose 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 manner provided by law for mongage 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 11. If after default and prior to the time and date set by trustee for the trustee's sale, the granter or other person pays the entire amount their due under the terms of the trust deed and the obligation secured thereby, the granter 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-

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 13. After a lawid lapse of time following the recordation of the notice of default and the giving of 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 quent to grantor's default.

a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

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C14. When the trustee sells <u>pursuant</u> to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, 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, 15. For any reason permitted by law, the beneficiary and the trust 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 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 named herein or

10. 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.

Joren The	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	A day and year first above writter).
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foregoing instrument to be <u>RANDY F. & PA</u> Before me: RENER M	TRICIA L. SAGER		and aoknowled
B. STUCKEY		voluntary act and deed.	فيجيبه بعيبون وبالمراجع
June M- Stiches		My commission expl	res: 9-10-80
STATE OF OREGON		Notary Public	
	ASSIGNME		
For value received, <u>SOLAR ENERGY EOL</u> Sign and set over to American Savers Mortgage Corpor This <u>22nd</u> day of <u>AUGUST</u> TATE OF OREGON	<u>Ale Bequere a conservation de la conservation de</u>		
ssign and set over to American Savers Mortgane Com	IPMENT DESTON		
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	, 19 <u>85</u> Dealer	SOLAR ENERGY EOUIPMI	ary herein, does hereby tra
TATE OF OREGON	By	-anom EOUIPMI	ENT DESIGN
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On this day before me appeared before me <u>PAM</u> lividual(s)/ <u>SOLAR</u> ENERGY ROUTER	MARTIN		
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Before and purposes described in it [delete the following	g instrument and acknowledge	such execusion 4	known to me to be
RENEE M. STUCKEY	mappiopriate) and stated or	oath that (s)he was authorized as	ict and deed of such more
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TRUST DEED Randy F Sager and Patricia L. Sager To Beneficiary AFTER RECORDING RETURN TO: MERICAN SAVERS MORTGAGE CORP. 9320 S.W. Barbur Bivd	(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE	Instally Public eby acknowledged and confessed, Assignor rust, and the Retail Installment Contract t Installment Contract <	President and acknowledged the 2.14.89 ss. nent was received day of .19.85 M., and recorded page 14872 ty affixed.
TARY Miltnomah Miltnomah reonally appaared the above named ing instrument to be fore me: Martine and Arter Recording Return to: MERICAN SAVERS MORTGAGE CORP. 9320 S.W. Barbur Blvd. Suite 255	(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE	Instally Public eby acknowledged and confessed, Assignor rust, and the Retail Installment Contract to Install Contracto Install Contre	N and acknowledged the 2.14.89
TRUST DEED Randy F Sager and Patricia L. Sager To Beneficiary AFTER RECORDING RETURN TO: MERICAN SAVERS MORTGAGE CORP. 9320 S.W. Barbur Bivd	(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE	Instary Public Provide the Retail Installment Contract t PR: NSAVERS MORTENCE CORPORATION Voluntary act and deed. My commission expires: Notary Public STATE OF OREGON County of Klamath I certify that the within instrur for record on the 13th September at 12:09 o'clock P in book M85 on Record of Mortgages of said County. Witness my hand and seal of Count Evelyn Biehn, County County	President and acknowledged the 2.14.89 ss. nent was received day of .19.85 M., and recorded page 14872 ty affixed.