DEED OF TRUST AND	ASSIGNMENT OF RENTS M86	19634
Oct. 29, 1986	DATE PUNDS DIREUSEED AND INTEREST BEGINS IP OTHER THAN DATE OF THE TRANSACTION NOV. 3, 1985	ACCOUNT NUMBER 3654-402726
TRANSAMERICA FINANCIAL SERVICES	GRANTOR(S):	Age:
ADDRESS: 707 Main St., P.O. Box 1269 CITY: Rismath Palls, OR 97601	(2) Myrna L. Gerhardt ADDRESS: 727 Roseway Dr.	Ager
NAME OF TRUSTEE: Aspen Title	CITY: Klamath Falls, OR 9760	1

THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Frust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$7091.04 from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath

Lots 4 and 29, ROSELAWN, a resubdivision of Block 70 and BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, TOGETHER WITH that portion of vacated alley lying between said Lots.

Do not loss at destray. This Deed of Trust must be delivered to the Trustee for cancellation before recurrence. Rogether with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and sir-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above the

AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

Chief of also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same with or without taking possession of the premises, during continuance of default beneficiary, and during continuance of said premises, reserving the right to collect and use the same with or without taking possession of the premises, during continuance of default beneficiary, and during continuance of said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the termisable conditions of the above mentioned Promissory Note executed by the Grantor in favor of the Beneficiary, reference to which is hereby made, until paid in full at or before maturity or as extended or rescheduled; (3) Payment of any additional amounts, with interest obligated to make any additional loan(s) in any amount; (4) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenants of this Deed of Trust.

All payments made by Grantor to the payment of any money that may be advanced by the Beneficiary to Grantor or to third parties.

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

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and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of the interest due on said loan.

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TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in Beneficiary's favor against lire and such other-casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the cliens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt liens interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments, and the payment of all such taxes and assessments, and the payment of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes, liens and rust and shall be artificated the payment of the proper public authority, and (c) such disbursements sall be added, to the unpaid balance of the obligation secured by this Deed of Rood

he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, "or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any tien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the on, the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, beneficiary may, execute or cause Trustee to execute a written Notice of Default and of Election To Cause Roll Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with thereof as required by law.

(2) Whenever all of a portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, including taxes, in the trust preparity, or any part of the average made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest the property, or any part of its, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lieu or encumbrance of record on Beneficiary, or, his successor in interest respectively. The entire amount then due upder the terms of the Trust Deed and the obligation secured thereby (interest and all others are actually incurred in enforcing the terms of the District and Attorney's fees actually incurred the obligation sould not then be due had one default occurred, and thereby ture the default. After payment of this amount, all remain in force the same as if no acceleration had occurred.

remain in force the same as it no acceleration had occurred.

On After, the large of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of Sale having been given as at ten required by law. Trustee, without demand on Grantor(s), shall self and property on the date and at the time and place designated in a said Notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time and place designated in conducting the sale may, for any cause he deems expedient, postpone the same from time, to time until it shall be completed and, in every such case, notice of longer than one day, beyond the day designated in the Notice of Sale, more of sale to the same manner as the original Notice of Sale, and the Notice of Sale, the Notice of Sale, the same manner as the original Notice of Sale. Trustee of any matters, or, facts shall be completed and the turn of the tenthfulness thereof, Any person, including Beneficiary, may bid at the sale.

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