



including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon foreclosure, secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable, less unearned finance charges, if any. In such an event beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for foreclosure and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795. A deficiency balance may be obtained as allowed by ORS 86.770.

13. After default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors, in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each, unless prohibited by law, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

18. Grantor further agrees that any and all amounts paid by beneficiary to fulfill grantor's obligations hereunder, including but not limited to termination, satisfaction or reconveyance fees, costs, insurance, or expenses, or any of them or others of like nature, may be added to the balance owing on this trust deed and shall be payable at the same interest rates and applicable conditions as stated herein, unless specifically prohibited by law.

19. 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 note 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.

20. The Grantor hereby, jointly and severally, authorizes Beneficiary, its agents and assigns to communicate in any manner with any person, firm, corporation or governmental agency for any purpose, in connection with the making or collection of this loan, or future loans secured by this document, and also waive the right to enforce any claim, action or cause of action which the Grantor may hereafter have for violation of right of privacy by reason of such communications.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The records in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (a) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, unless prohibited by law, (b) to the obligation secured by the trust deed, (c) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed, if any, to the grantor or to his successor in interest entitled to such surplus, (d) to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law, 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 of the trustee named herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

grantee's obligations hereunder, including but not limited to termination, satisfaction or reconveyance fees, costs, insurance, or expenses, or any of them or others of like nature, may be added to the balance owing on this trust deed and shall be payable at the same interest rates and applicable conditions as stated herein, unless specifically prohibited by law.

heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.

to communicate in any manner with any person, firm, corporation or governmental agency for any purpose, in connection with the making or collection of this loan, or future loans secured by this document, and also waive the right to enforce any claim, action or cause of action which the Grantor may hereafter have for violation of right of privacy by reason of such communications.

set his hand the day and year first above written.

(Corporation) *Paula J. Weathers*

(Individual)

STATE OF OREGON, County of Klamath  
February 27, 1987

Personally appeared the above named Paula J. Weathers

and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: *Brian D. Smith*  
Notary Public for Oregon - My commission expires: 1989



STATE OF OREGON, County of Klamath  
Personally appeared *Paula J. Weathers* who, being duly sworn each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of *Reliable Credit Association, Inc.* a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:  
Notary Public for Oregon - My commission expires:

TRUST DEED	Grantor	Beneficiary
	STATE OF OREGON, County of Klamath	Reliable Credit Association, Inc. Beneficiary
I certify that the within instrument was received for record on the 9th day of March, 1987, at 11:51 o'clock A.M., and recorded in book M87 on page 3697. Record of Mortgages of said County.		
Witness my hand and seal of County affixed.		
Evalyn Biehn, Klamath County Clerk, Title.		
By <i>Brian D. Smith</i> Deputy		
Fee: \$9.00 Return to: Reliable Credit Association, Inc. 1195 S. E. Powell Blvd. Portland, Oregon 97242 (Beneficiary)		

REQUEST FOR FULL RECONVEYANCE  
To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_.

DATED: \_\_\_\_\_ 1987

Reliable Credit Association, Inc.  
by \_\_\_\_\_ Beneficiary (Title)

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.