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1060 Biddle Road		Var Mon	
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DE	ED OF TRUS	D. Marrie	
This DEED OF TRUST is made this	OF INUS	ΣΓ	
19 87 , among the Grantor(s), Wayne (herein "Grantor"), where the second	19th	day of Manch	
Aspen Title address is 451:	e F Christensen and E 3 Lombard St, Klamath	rnestine Christens	en
and the Beneficiant the			
and the Beneficiary, MANUFACTURERS HA existing under the laws of Delaware, whose ac	NOVER CONSUMER SER	VICES, INC. a corpora Rd, Medford, OR	(herein "Trus ition organized 97501
GRANTOR -			
conveys to Trustees, in trust, with power of so	ness herein recited and the	rustherein	Concern Felle
GRANTOR, in consideration of the indebted conveys to Trustees, in trust, with power of sal Klamath Lot 17, Block 9 FIRST ADDATE	e, the following described	property located in the	vocably grants
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of record in the office of the Cour	CYPRESS VILLA, accor	ding to the plat	, orace of Orei
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그는 그는 프로그램에서 관련적으로 가지만 않는 것을 수도할 수 있는 것이 가지 않는 것을 위해 물건을 받는 것이 없다.	2월 1월 1월 1786 - Henry	and the second of the second second	A011•
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5. Hazard Insurance. Grantor shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. ay require any in such amounts and for such periods as Lendor may require. The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Lender; provided, at such approval shall not be upreasonably withheld. All insurance policies and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of the insurance carrier and Lender.

It not made promptly by Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

 Property or to the sums secured by this Deed of Trust.
 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Grantor shall keep the Property in good repair and shall not commit waste or permit demolition; impairment, or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, and constituent documents.
 7. Protection of Lender's Security. If Grantor fails to perform the covenants and agreements contained in this by-laws and regulations of the condominium or planned unit development, and constituent documents. 7. Protection of Lender's Security. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Grantor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loans secured by this Deed of Trust, Grantor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Grantor's and Lender's written agreement or applicable law. Any amounts disbursed by Lender oursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become

accordance with Grantor's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless Grantor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Grantor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

contained in this maragraph / shall require Lender to incur any expense or take any action hereunder. 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Grantor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation. The proceeds of any award or claim for damages, direct or conveyance in lieu of condemnation, are any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. 10. Grantor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification i amortization of the sume secured by this Deed of Trust granted by Lender to any successor in interest of Grantor **10. Grantor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Extension of the time for payment to commence proceedings against such successor or refuse to extend time for payment or the rwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor and Grantor's successors in interest. Any forebearance by Lender in exercising any right or remedy.

or remedy. **11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Grantor, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Grantor's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Grantor's consent and without releasing that Grantor or modifying this Deed of Trust as to that Grantor's interest in the Property. **12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to

Deed of Trust as to that Grantor's interest in the Property. **12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular mail addressed to Grantor at the Grantor's address stated herein or at such other address as Grantor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Grantor or Lender when given in the manner provided for in this Deed of Trust shall be deemed to have been given to Grantor or Lender when given in the manner provided for in this Deed of Trust shall be deemed to have been given to Grantor or Lender when given in the manner provided herein.

designated herein. **13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located, except that if the Note specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust or the Note conflicts with applicable law, such the event that any provision or clause of this Deed of Trust or the Note which can be given effect without the conflict shall not affect other provisions of this Deed of Trust or the Note are declared to be severable. As conflict shall not affect other provisions of this Deed of Trust and the extent not prohibited by applicable law or limited herein, "costs", "expenses", and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Grantor's Copy. Grantor shall be furnished with a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

time of execution or after recordation nereof. **15. Rehabilitation Loan Agreement.** Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, may improvement, repair, or other loan agreement which Grantor enters into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

Improvements made to the Property. **16. Transfer of the Property or a Beneficial Interest in Grantor.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust. If Lender exercises this option. Lender shall nive Grantor police of acceleration. The notice shall provide a period of rederal law as of the date of this Deed of Trust. If Lender exercises this option, Lender shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

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NON-UNIFORM COVENANTS. Grantor and Lender further covenant and agree as follows:



17. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon Grantor's breach of any covenant or 17. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by provided in this Paragraph 17 including that not limited to reasonable attorneys' fees provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees.

provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law. Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveving the Property so sold without any covenant or

place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally

entitled thereto. **18. Lender's Right to Allow Grantor to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by begun by Lender to enforce this Deed of Trust at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trustif: (a) Grantor pays Lender all sums which would then be due under this Deed of Trust and the Note had in this Deed of Trust; (c) Grantor pays all reasonable expenses incurred by Lender and Trustee in enforcing this covenants and agreements of Grantor contained in this Deed of Trust, and in enforcing Lender's and Trustee's takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in such payment and cure by Grantor, this Deed of Trust and the obligations secured by the ender's fees; and (d) Grantor such payment and cure by Grantor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as the property and frantor to reinstate at Grantor's will, it being understood that such reinstatement is totally within the

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, 19. Assignment of Rents; Appointment of Receiver; Lenger in Possession. As additional security nereunder, Grantor hereby assigns to Lender the rents of the Property, provided that Grantor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

due and payable. Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender in person, by agent or by judically appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's Trust. The receiver shall be liable to account only for those rents actually received. **20** Reconveyance I how payment of all sums secured by this Deed of Trust I ender shall request the Trustee to

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request the Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or

reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. 21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22: Area and Location of Property. Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

23. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

24. Waiver of Homestead and Exemption Rights. To the extent permitted by law, Grantor hereby waives and law with respect to the Property.

25: Lender's Call Option. Notwithstanding any provision to the contrary contained in the Note, Grantor hereby covenants and agrees that the Lender shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than

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ATE OF OREGON: COUNTY OF KLAMATH: ss. ed for record at request of <u>Manufacturers Hanover Consumer Services. Inc the 17th</u> day <u>April</u> A.D., 19 <u>87</u> at <u>3:11</u> o'clock <u>P</u> M., and duly recorded in Vol. <u>M87</u> , of <u>Mortgages</u> on Page <u>6573</u> E \$17.00 Evelyn Biehn, County Clerk By <u>Services</u> <u>Services. Inc the 17th</u> day	19 ter en	- usy of The toregoing Assignment was acknowledged before me this	đav ni
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