10955 Vol. mar Vol. mar Page 10955 37801 3789151 THIS TRUST DEED, made this 17 day of April 1988 A.tonio C CHAR FAUROS + CARMEN D CHARFOUROS Husben Of Wirec Te 19 80 between the as Grantor, ASPEN TITLE & ESCROW, INC.; an OREGON CORPORATION as Trustee, and FN REALTY SERVICES; INC.; a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: and an approximate state and a state of the sta Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: nature stodes tent may bue this att breat cut be oftward and toppad bles. HOB FEHW 2016T1W Page 20 of Maps in the office of the County Recorder of said County. Vote did not recting a traderty Report propagation for the unestand regulations of the coffice of Interactic Load Soles Resolution, E.S. Reportment C. Hassing and Usian Developments in advance of your signing the context of agreements due to establish beteroistic a post nature for two years from the date of signing. and a very set of the ys saland a she was started 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 network issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \underline{T} elve \underline{T} the said profits thereof a promissory note of even date herewith, payable to \underline{T} and \underline{T} a Note: When here the here a conduction to the terms of a points or more than the part is the data and terms here of the points of the data area of the information of the data area of the terms of the points of the data area o purposes restriction thereon. (c) join in any subordination or other agreement affecting this deed on the tent or charge thereof: (d) reconvey, without warranty, all on any port of the property, within the tent of the recision of the described as the "person of the property, within the tent of the recision of the tent of the services be concludive proof of the truthfulture of the recision of the appoint of the property, within the tent of the recision of the tent of the services be concludive proof of the truthfulture of the recision of the appointed by a court, and the prone any default by grant or by a reciver to be appointed by a court, and due notice either in present by equation of any security for the independent betweet yeared without regard to the adequacy of any security for the independent hereby secured the point and take postestive rents. Issues and profits, of operation and collection uppaid, and apply the same ys fees subject to program by the collection of including ireasonable and the profits of any tent for the rest uppon any including ireasonable apply in such order as beneficiary may determine. Including ireasonable apply on any taking postession of said property, the collection of application or awards for any taking of damage or waive any default or application or awards for any taking of damage or waive any default or notice of default interviewed as aforessid, shall not nursuant to such notice. The default interviewed as aforesid, shall not nursuant to such notice. The default interviewed as aforesid, the such are event and give property in the beneficiary may declared the approperty is a proper to any approprise of any agreement hereunder. In such an event and give proposes in this performant mediately due and pay any direction of main any declar the sums of a such ents issues and for any upper ent the end of any independent is such anotice. The default interviewed to a pay approprime the end approprime the active any default or notice of default interview and the pay approprime tof any

6.-To pay all costs, fees and expenses of this trust including the cost of initia-search as well as the other costs and expenses of the trustee incurred in connection "7. To appear in and defend any action or proceeding purporting to affect the proceeding in which the beneficiary or trust even in any stir, action the proceeding in which the beneficiary or trust even in any stir or the proceeding in which the beneficiary or trust even in the program are the suit is foreclosed or powers of beneficiary stee may appear including evidence of title proceeding in which the beneficiary or trust even the program are the suit is foreclosed in the state of the pay all costs fees, provided, however, in attronney's fees be entitled to the attroney's fees and the program of the attroney's fees be entitled to the attroney's fees and the fixed by the trial court or by the appelate court if an appeal is taken. Any state is the fixed by the trial court or by the "Attract any appear in the court of a pay all costs the automatic pay shall be taken under the "Attract any appear in the court of the automation of all of suit property shall be taken under the such taking and the any partition of the required (to pay all required in costs, index of the any partition of the required (to pay all required in some in state expenses and the any partition of the required (to pay all required in some in state such taking and attraction sweets of, the automatic required to pay all costs and expenses and the beneficiary's free meets and applied by if first upon appeares, at its court applied upon the indettoday is free another required (to pay all required in courts) of a state such actions success free applied by a first and and the balance is a state and applied to the applied to the applied to a state of a state expenses and the application and the applicate courts, beam and the application of the application of the application of all of a states and the states and expenses and programention of this deed and affecting the liability of argon

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and cause we appoperty to satisfy the toxic jue notice thereof as the ORS/R6.740 frustee shall fix the time and place of sale. The manner provided in ORS/R6.740 its and proceed to foreclose this trust deed in the manner provided in ORS/R6.740 13. Should the beneficiary elect to foreclose by advertisement and sale trees to 86.795. Instee 8 sale, the grantur or other persons to privileged by ORS 6 nonum then due, instee 8 sale, the grantur or other persons to privileged by ORS 6 nonum then due, instee 8 sale, the grantur or other persons to privileged by ORS 6 nonum then due, instee 8 sale, the grantur or other persons to privileged by ORS 6 nonum then due, inder the satually neurred in endowing the terms of the obligation and trustees and a tota the the due had no befould occurred, and thereby nume the default, in and attors is fees not exceeding S50 each other than such portune the default, in and attors is the due had no befould occurred, and thereby rustee. Which event all foreclosure proceedings thall be dismissed by the time and place which event all foreclosure proceedings that be dismissed by the time and place which event all foreclosure proceedings that be dismissed by the time taken to the particle in the notice of sale, the time is also inderest and at events to the private its deed in form asing experisor inplied. Just estimates that deliver to the private its deed for cath, payable with the time of sale. The property so soild, but highchairs its deed in form asing the grantor and beneficiary, may purchase at the excluding the trustee. But including the grantor and bereficiary, may purchase at the sale. When trustee is better the sale and and erastees of sale and proceed the process of a reasonable the powers provided herein, trustee shall sale.

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. I.S. When trustee sells pursuant to the powers provided herein, trustee shall apply, the proceeding of sale, to payment of 10 the expenses of sale, including the apply, the proceeding of sale, to payment of the same by strustee's attorney ded tenses obligation security is the trust deed. (3) the trust deed, as the persons having recorded tenses absequent to inder of their proving and (4) the surplus, if any, to the grantors in a subsequent to inder of their proving and (4) the surplus, if any, to the grantors the is successor in y reason permitted by law beneficiary may from time to time appoint 16. For a successors to any trusteont the all time over and there expendence and cover an here interest is and the appoint and without and duries conferred appointed instead, the latter shall be worked hereinder. Each successor trustee substantion and the latter shall be worked hereinder by baveficiary, containing upon and made by writing informant executed by baveficiary, containing inform of the trust deed and the place of record, which, oranties in which the refine of the County; Clerk on Recorder of the county of the substanties in which the successor is shall be node by writing instrument executed by bave for any oranties in which the refine of the County; Clerk on Recorder of the county of the successor pongerity is situated, shall be conclusive proof of proper appointment and acknowledged and the successor is the strust when this deed, duly exerved and acknowledged

substitution this trust deed and is proter of the county of the successor office of the County Clerk or Response proof of proper appointment of the successor office of the County Clerk or Response proof of proper appointment of the successor property is situated, shall be conclusive proof of proper appoint the successor of the provided by law. Trustee the obligated to notify any is made a public record successor and the successor of the successor is made a public record successor of the successor is made to public records and the under any other deed for trust or of any action or is made to public records and the under any other deed for trust or of any action of the proceeding in which granter, beneficiary or trustee shall be a party unless such action proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee

simple of said described real property and has a valid, unencumbered titled thereto NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company "Stirge bar a bank bar association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, effiliates; agents or branches, or the United States or any agency thereof.

