Aspen #04033006 VOLM88 Page 22061 S5320 DEED OF TRUST AND ASSIGNMENT OF RENTS

DECEMBER 27, 1988	IF OTHER THAN DATE OF THE TRANSACTION	1654 403892
TRANSAMERICA FINANCIAL SERVICES  ADDRESS: 707 MAIN ST., P.O. BOX 12695  CITY: KLAMATH FALLS, OR 976015	in KENNY WALLS in KENNY WALLS is KAREN LEE WALLS ADDRESS: 5862 DELAWARE STREET	<b>1</b> - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
NAME OF TRUSTEE: ASPEN TITLE & ESCROW, INC S	CITY: KLAMATH FALLS, OR 9	7603 👊
By this Deed of Trust, the undersigned Grantor (all, if more than one) for principal sum of \$20,392.35 from Grantor to Beneficiary named above h	URES FUTURE ADVANCES the purpose of securing the payment of a Promissor tereby grants, sells conveys and warrants to Trustee is	y Note of even uate in the
the following described property situated in the State of Oregon, County of K		
	260 feet, HOMELAND TRACTS	#2,
Do not lose or destroy. This Deed of Trust must be delivered to	the Trustee for cancellation before reconveyence will	beinede.
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and 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 described, all of which is referred to hereinafter as the "premises".

the above described real property is not currently used for agricultural, timber or grazing purposes.

TO HAVE 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,

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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 terms and 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 thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor in connection with any renewal or refinancing, but the Beneficiary shall not be 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(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

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

All payments To the payment of taxies and assessments, that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s).

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

THIRD: To the payment of principal. ! Second and the payment of the interest due on said loan.

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

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

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured in Beneficiary's favor against fire 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 depost with Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the testoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose the Deed of Trust. In the testoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the testoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the testoration of said improvements such application by the Beneficiary the first interest of proper of trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, or upon the debt secure thereby. Or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary the 10) days before the day fixed by law for the first interest of penalty to accrue thereon, the official receipt of the proper officer-showing payment of all such taxes, and assessments. (3) In the event of default by Grantor(s) under Paragraphs I or 2 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due to the proper public authority, and t

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 her 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 hereatter become due, for upon default in the performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to lenforce any dient off-feltam against or interest in the premises. Then all sums owing by the Grantor(s) to the Beneficiary under this Deed, of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary on the application of the Beneficiary of th thereof as rednited phylam.the amendar shall be construed as plural where appropriate.

thereof, as required by law, p. surengusus proceduring as binest abhabitate.

(2) Whenever all on 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, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successor in interest in the trust, property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any, time prior to the time and, date, set by, the (Trustee for, the Trustee's sale if the power of sale therein is to be exercised, may pay to the property of his successor, in interest, respectively, the entire amount then due, under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) other than such portion of the principal as would not then be due had no default of other payment of this amount, all other properties of the principal as would not then be due had no default of the principal as would and the principal as would and then the default. The Deed shall be reinstanted and shall we have the principal and shall w proceedings had or instituted to foreclose the Trust Deed shall be dismissed of discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) After, the lapse 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 then; required by law; Truste; without demand on Grantor(s); shall sell said property on the date and at the time and place designated in law of the United States at the time of sale. The person 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 postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer, than, one day, beyond the day designated in the Notice of Sale-Snotice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the sale shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the sale shall apply the proceeds of the sale to payment of the truthfulness thereof, Any person, including Beneficiary, may bid at the sale.

Trustee shall apply the proceeds of the sale to payment of (1) the costs and expresses of exercising the power of sale and of the sale, including the payment of the proceeds and attorney is seen such proceeds and extreme states of the sale in payment of the payment of the sale in the sale shall expressed the sale in the sale in the bidner of or such proceeds with the County Clerk of the County in which the sale took place. (3) After the lapse 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

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