

16.4 **Attorneys' Fees; Expenses.** In the event suit or action is instituted to enforce any of the terms of this deed, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred by Lender that are necessary at any time in Lender's opinion for the protection of its interest or the enforcement of its right shall become a part of the indebtedness secured hereby and shall be payable at the time and shall bear interest from the date of expenditure until repaid at the same interest rate as applicable to the principal balance under the Agreement; provided, however, that at Lender's or Trustee's option, such sums may be added to the principal balance then due under the Agreement and be payable under the terms of the Agreement. Expenses covered by this paragraph include (without limitation) the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions, title insurance, and fees for the Trustee.

17. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 16.2 hereof or abandonment of the Property, Lender, in person, by agent or by judicially 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 Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. **RECONVEYANCE.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all Notes/Agreements evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of preparation and recordation, if any.

19. **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.

20. **ATTORNEYS' FEES.** As used in this Deed of Trust and in the Agreement, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Daniel W. Harris Yvonne Harris
Daniel W. Harris BORROWER Yvonne Harris BORROWER
BORROWER BORROWER

STATE OF Oregon)
) ss.
County Klamath)

On this 16 day of May, 19 89, personally appeared the above named
Daniel W. Harris and Yvonne Harris

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



L. L. Little

Notary Public for Oregon
My Commission expires: 11-4-89

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the Agreement secured by this Deed of Trust. Said Agreement, together with all other indebtedness secured by the Deed of Trust, have been paid in full. You are hereby directed to cancel said Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

ADVANCELINESM DEED OF TRUST

GRANTOR

BENEFICIARY

AFTER RECORDING RETURN TO

FIRST INTERSTATE BANK
601 MAIN ST.
KLAMATH FALLS, OR 97601

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.

on this 23rd day of May A.D., 19 89
at 9:11 o'clock A.M. and duly recorded
in Vol. M89 of Mortgages Page 8865
Evelyn Biehn County Clerk

By Pauline M. Mulenbark Deputy.

Fee, \$18.00