SEPTEMBER 26, 1989 BENEFICIARY	10/02/89 OF THE TRANSACTION	3654 404343
TRANSAMERICA FINANCIAL SERVICES	GRANTOR(S): (1) SANDRA L. BROWN	Age
ADDRESS: 707 MAIN ST., P.O. BOX 1269	ADDRESS: 3893 RIO VISTA WA	Age
NAME OF TRUSTEE: ASPEN TITLE AND ESCROW, INC.	CITY: KLAMATH FALLS, OR 9	Y 7603

THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned Grantor (all, if more than one) for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$\frac{11}{120.05}\$ from Grantor to Beneficiary named above hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of KLAMATH E 3 18 1 8

Lot 2, Block 13, Tract No. 1079, SIXTH ADDITION TO SUNSET VILLAGE, in the County of Klamath, State of Do not true or necessy, this Dead of True, pries In determed to the Triedan to confession on in these

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and described, all of which is referred to hereinafter as the "premises". LUThe 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, and assigns, upon the trusts and for the uses and purposes following, and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

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 as may be hereafter loaned by Beneficiary to Grantor in connection with any renewal or refinancing, but the largest to make any additional loan(s) in any amount; (4) The payment of any money that may be advanced by the Beneficiary to Grantor in connection with any renewal or refinancing, but the Beneficiary shall not be 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: payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges 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.

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THIRD: To the payment of principal.

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 itime approve, and to keep the policies therefor, properly endorsed, on deposit with restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust in the secure of Poreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure saic. (2) To pay when the liens (including any prior Trust Deeds or Mortgages) and assessments that may accrue against the above described premises, or any part thereof, on or proceedings are the fore the day fixed by carried the first interest, or penalty to accrue thereon, the official receipt of the proper officer, showing payment of all such taxes and assessments. (3) In the assessments without determining the validity thereof; and (c) such disbursements shall be added to the unpaid balance of the obligation secured hereby due and shall bear interest from the date of payment at the agreed rate, (4) To keep the buildings and other improvements now existing or hereafter erected in within one hundred eighty days or restore promptly and use of said premises contrary to restrictions of record or contrary to laws, ordinances or within one hundred eighty days or restore promptly and and materials furnished therefor, (6) That he will pay, promptly, the indebtedness hereby secured hereby releasing or affecting the personse of inspecting the personse of insp

he does hereby forever warrant and will torever detend the title and possession thereof against the lawful claims of any and all persons whatsoever.

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 hereafter become due, or 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 enforce any lien on, claim 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 or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, Beneficiary Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with thereof as required by law.

(2) Whenever all or 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, in the trust property, or any part of it, any Beneficiary under a subordinate with the terms of the Trust Deed, the Grantor or his successor in interest 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 cluding costs and expenses actually incurred in enforcing the terms of the obligations and Trust Deed and the obligation secured thereby (incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred if allowed by law) proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

remain in force the same as it 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 said Notice of Sale is notice of Sale at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time and place designated in 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 longer than one day beyond the day designated in the Notice of Sale, notice thereof shall be given in the sale; provided, if the sale is postponed for 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 Trustee shall apply the proceeds of the sale to payment of (11) the paster and expresse of exercising the power of sale and of the sale, including the payment of

Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all other such proceeds with the County Clerk of the County in which the sale took place.

- FIGURE 11 THE COMMENT OF PRICE OF THE PRICE OF THE PURCHASER At the aforesaid sale, in the event such possession has not (4) Grantor(s) agrees to sur previously been surrendered by Grantor(s).
- (6) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, thereof shall be given and proof thereof made, in the manner provided by law.
- (6) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to
- (7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding. Beneficiary shall be entitled to all obligation secured by this Deed of Trust.
- (8) Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
- (9) Notwithstanding anything in this Deedof Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the
- (10) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.
- (11) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.
- (12) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustee shall be a
- (13) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Default and of any Notice of Sale hereunder be mailed to hereinbefore set fortheometer of all the agent providing the law end of the figure of the first figure of the control of the first figure of the control of the first figure of the control of the first figure of the first figure of the control of the first figure of

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