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 PARTIES: In this Deed of Trust ("Deed"), the words, you, your, and yours refer to each and all of those conditions of the second second	
Grantor. The words, wey as 814 CHARNELION Deed, whose address is UMPQUA TITLE COMPANY Deed, whose address is UMPQUA TITLE COMPANY The word Trustee refers to G WASHINGTON ROSEBURG, OR, 97470	,
In the word dress is 1017 State in the	· ·
You are <u>DONALD</u> W. to <u>613 PARK AVENUE</u> , in the County of <u>NEMERCE 29000.00</u> You live at <u>CHILOQUIN</u> , in the City (Town) of <u>CHILOQUIN</u> , the county of <u>Charge shown</u> in the Note or Loan Agreement (hereafter in the City (Town) of <u>CHILOQUIN</u> . The loan is scheduled to be repaid in full on <u>JANUARY 26TH</u> , to 2000 to secure the prompt together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Note or Loan Agreement (hereafter together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Note or Loan Agreement (hereafter together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Note or Loan Agreement (hereafter 'Note/Agreement') that relates to your loan. The loan is scheduled to be repaid in full on <u>JANUARY 26TH</u> , to 2000 to secure the prompt 'Note/Agreement') that relates to your loan. The loan is scheduled to be repaid in full on <u>JANUARY 26TH</u> , to 2000 to secure the prompt 'Note/Agreement') that relates to your loan. The loan is scheduled to be repaid in full on <u>JANUARY 26TH</u> , to 2000 to secure the prompt payment of your loan, you make this Deed on <u>DECEMBER 19TH</u> , 1989 with Trustee and sell and convey to Trustee, with power of sale, the ''Note/Agreement'') the county of <u>ECEMBER 19TH</u> , 1080 with Trustee and sell and convey to Trustee, and sell and convey to Trustee, with power of sale, the ''Note of the County of <u>ECEMBER 19TH</u> , 1080 ''Note of the County of <u>CHILOQUIN, OR, 97534 AS TO PARCEL 1</u> , OREG	er Dit die
You live atCHILOQUIN	n.
"Note/Agreement") that relates this Deed on <u>DECOMMENT</u> , Oreget payment of your loan, you make this Deed on <u>DECOMMENT</u> , or real property described below (hereafer "Property") in trust for us: real property described below (hereafer "Property") in trust for us: (a) Property: The Property is located in the County of Its postal address is <u>CI3 PARK AVENUE CHILOQUIN, OR 97479 AS TO PARCEL 2</u> Its postal address is <u>CI3 PARK AVENUE COURT</u> , SUTHERLIN, OR 97479 AS TO PARCEL 2	
(a) Property: The Property is notated and 613 PARK ALTERIAL SUTHERLIN, OR 97479 HD	
The legal description SEE ATTACHED EXHIBIT "A"	
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- 576 As additional security for this I BENEFICIARY'S RIGHT TO COLLECT, RETAIN AND APPLY RENTS AND PROFITS: BENEFILIARY S, RIGHT TO COLLECT, RETAIN AND APPLY RENTS AND PROFITS: As additional security for this Decid, you give us the right to collect any rents or profits from the Property. You have the right, prior to any default in payment or performance of the Note/Agreement or this Decid, to collect any rents or profits. Upon any default, we may at any time without any notice, or by a court appointed receiver, and without regard to the adequacy of any security for the loan, enter upon and take possession of all or any part of the Property. We (or any receiver) also may sue for or otherwise collect the rents and profits, including those past due and unpaid, and apply them to the loan, less costs and expenses of operation and collection, including, without limitation, reasonable attorney's fees and principal of the loan plus accrued interest. If we take possession of the Property, collect the rents and profits and apply them as provided above, these acts will not cure or waive any default or notice of default given under the Note/Agreement or invalidate any act done in furtherance of any notice.
- 18. SALE OF PROPERTY: If you sell the Property voluntarily without obtaining our consent, we may declare the unpaid balance of the Actual Amount of Loan plus interest on that balance that is due and unpaid once due and payable. We will not exercise our right to make that declaration if (1) we allow the sale of the Property because the creditworthiness of the purchaser of the Property is satisfactory and (2) that Burchaser, prior to sale, signed a written assumption agreement with us which contains terms we fix including, if we require, an increase in the Rate of Charge payable under the Note/Agreement.
- 19. PRIOR MORTGAGES OR DEEDS OF TRUST: You shall pay and keep current the monthly instalments on any prior deed of trust or mortgage and shall prevent any default of the prior deed of trust or mortgage. Should any default be made in the payment of any instalment of principal or any interest on the prior deed of trust or mortgage, or should any suit be filed to foreclose the prior deed of trust or mortgage, you agree the amount secured by this Deed shall be due and payable in full at any time. At our option, we may pay the scheduled monthly instalments on the loan secured by the prior deed of trust or mortgage and, up to the amount we pay, we may become subrogated to the rights of the beneficiary or mortgage on the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. All payments you make on the loan secured by the prior deed of trust or mortgage. The payment of the prior deed of trust or mortgage.
- **PREPAYMENT CHARGE:** If your loan is for a term of 84 months or more and you prepay it in full within 60 months of the Date of Loan by means other than refinancing with us, you will pay a Prepayment Charge. The Prepayment Charge is equal to 6 months' interest calculated on the Actual Amount of Loan at the Rate of Charge. If your loan has a term of 60 months, we will charge a Prepayment Charge in the same amount if you prepay the loan within the first 36 months. If your loan term is less than 60 months, you will not have to pay a Prepayment Charge.
- 21. FUTURE OWNERS: This Deed shall be binding upon you, your heirs, personal representatives and all persons who subsequently acquire any interest in the Property.
- PARTIAL RELEASE OF PROPERTY: At your request, we may release any part of the Property from this Deed. Any release shall not affect our interest or any rights we may have in the rest of the Property. 22 23.
- COSTS OF PARTIAL RELEASE: You shall pay all costs and expenses of obtaining and recording all releases from and of this Deed. 24.
- CHANGES IN DEED: This Deed cannot be changed or terminated except in a writing which we sign. 25.
- SUBSTITUTION OF TRUSTEE: If the Trustee resigns, we may appoint a Successor Trustee.
- 26. **NOTICE OF DEFAULT:** We request that a copy of any notice of default and a copy of any notice of sale mailed to you also be mailed to us at the address on the front. 27.
- COPY: You received a true copy of this Deed.

28. SIGNATUR/E You have signed and/sealed this Deed on ____ DECEMBER 19_89 in the presence of the persons identified belo Witness (SEAL) Witness (SEAL) S. Grantor d. STATE OF OREGON, COUNTY OF DOUCCEAS On this 3. Vay of TAISUARY before me, a Warry Public in and for said State, personally appeared DONALD. If MOORE & STANLE State, personally appeared Nown to me to heat the frequencies of the subscribed to the with interview of changed and to me that the state executed the STATE OF OREGON, COUNTY OF I HEREBY CERTIFY That this instrument was filed for record at the request of the Beneficiary at ______ minutes past ______ o'clock _____M., this ______ day of 10in my office, and duly recorded in Book of Mortgages at page the within instrument and acknowledged to me that + he + executed the N Build S My Commission explose 625 Notary Public of Oregon -9 \tilde{i}_{ij} (Grantor (Trustee Beneficiary TH POWER OF BENEFICIAL OREGON INC. d/b/i *BENEFICIAL MORTGAGE CO.* ² ö mail recorded Dated: реп and. **REQUEST FOR FULL RECONVEYANCE**

. Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Deed of Trust. All sums secured by that Deed of Trust have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by that Deed of Trust (which are delivered to you herewith together with the Deed of Trust) and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust the estate now held by you under the same. Mail reconveyance and documents to the office of the holder of the indebtedness presenting this request.

Beneficiary

BENEFICIAL OREGON, INC. d/b/a BENEFICIAL MORTGAGE CO.

Date:

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PARCEL ONE

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Lot 16, Block 11, CHILOQUIN DRIVE ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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PARCEL TWO

Lot 5, Block 3, RAINTREE ESTATES, in the City of Sutherlin, County of Douglas, State of Oregon.

STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

Mountain T	<u>itle Co</u> .
on this <u>9th</u>	day of A.D., 19 90
at <u>4:01</u>	o'clockPM, and duly recorded
in Vol. <u>M90</u>	of <u></u>
Evelyn Biehn	County Clerk
By <u> </u>	Zaulize Mulendara
	Deputy.
Fee, \$18.00	
위도 영상 동안에 가지?	아님 집에 다른 것이 같아? 승규는 것을 수 있는 것을 수 있다.

STATE OF OREGON) County of douglas) SS. I, Gay Fields, county clerk and recorder of conveyances, do hereby certify that This instrument was <u>recorded</u>

1990 JAN -4 PH 12: 57

GAY FIELDS IN THE OFFICIAL CHECORDS OF DOUBLES COUNTY 31 FEE S

Return: M.T.C.

90-00176