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Buch extent as either may deem ar constant of the defend any action naid Property for such purposes; top i ar in fund defend any action to a main a such purposes; top i ar in fund line of the such as the such NUMITAIN TRILE COMPANY, A. 14s recorded this instrument by requise as an account obtained, and has not excised it for regular by and talking or as to its effect upon the title to any real property that may be described therein.

Trust by jackings foreclosure, pay recessing expenses, or pay founded and pay his reasonable fees.

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#ISPEC |IIN4. Lander may make for clube habe made, reasonable entries upon and inspection of the Property.

CONDEXINIATION. Any award resisting from a taking of all of any part of the Property by any governmental authority miners dumain shall be paid to Lender to reduce the indebtedness secured hereby. 1) y enti

10. JONT AND SEVERAL LIABILITY; CO-SIGNERS: //I covenants and agreements of Borrower shall be joint and tweral. Any Burrower who co-signs this Died of Trust, but closs not execute the Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Burrower's Interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable of the Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower bersunder may agree to extend, modify, forthear, or make any other accommodations with regard to the terms of this Deed of Trust or the Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

11. NOTICE. Unless the taw requires otherwise, any notice provided for in this Deed of Trust shall be given by delivering if or by mailing such notice: (a) if to Bone wer, at the Property Address or at such other address as Borrower may designate by notice to Leinler as provided herein; (b) if to Lender, at Lender's address stated herein or at such other address as Lender nay designate by notice to Borrower as provided herein. Notice shall be deemed to have been given when given in the namer designated herein.

12. GOVERNING LAW; SI3VERABILITY. If any term of this. Deed of Trust or of the Agreement conflicts with the law, such term shall be suparated from the remaining terms, and all of the remaining terms shall remain in effect if they can be given a fect without this conflicting term.

13. BORROW/ERS COPY. Borrower shall be furnished a copy of the Agreement and of this Deed of Trust at the time of a tecution hereigl.

14. OTHER AGREEMENTS, Borrowin' shall fullit all the Borrower's obligations under any other loan agreement which Borrower enters into with Lender or any home improvement or repair assessments. Lender, at Lender's option, may require Borrower to existrate and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

13. TRANSFER OF PROPERTY. # Borrower or any successor in interest to Borrower in the Property sells, conveys, elements, assigns or transfers the Property, or any part of it, or any interest in it, or becomes divested of Borrower's title or by interest in it in any manner or way, which er voluntary or involuntary. Lender shall have the right, at its sole option, to chican any indebtedness or obligation recursed by this Deed, irrespective of the maturity date otherwise specified with respect to such indebtedness or obligation recursed by this Deed, irrespective of the maturity date otherwise specified with respect to such indebtedness or obligation remediately due and payable, without notice or demand, and no waiver of this right shall be effective unless in writing and a gread by Lender.

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Events of Default. The following that constitute a rents of default: (a) Fullure of Borrower to pay any portion of the indebtedness secured hereby when it is due. (b) Fullure of Borrower to make within the time required any payment for taxes or insurance or any other payment sary to prevent filing of or discharge of any lien. (c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lender

(c) Transfer or agreement to transfer any part or interest in the Property without the prior written consent of Lendor.
(d) Insolvency or a balance sheet basis or business failure of Borrower; the commencement by Borrower of a voluntary case under the federal burktu ptcy laws or under any other federal or state law relating to insolvency or debtors relief; the entry of a decrae or order for relief against Borrower in an involuntary case under the federal basis or business failure of Borrower; the commencement by Borrower of a property in an assignment for the benefit of creditors by Borrower in the making or suffering by Borrower of a fraudulent transfer under applicable federal or titate law; concealment by Borrower of any of the Borrower's failure generally to pay fits chots as such the benefit of creditors by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a fraudulent transfer under applicable federal or titate law; concealment by Borrower of any of its property in the imposition of a section the generally to pay fits chots as such delts become due. The events of default in this paragraph shall apply and refer to Borrower is a failure of Borrower is a proference within the individuals or entities which are collectively referred to as a "Borrower."
(e) Failure of Borrower to make any payment or parform any office federal berrower berrower.
(f) Failure of Borrower to make any payment or parform any office for Deciver the Prior Lien.
(f) Failure of Borrower to the ke any payment or parform any office berrower is a Borrower.
(e) Failure of Borrower is to take any payment or parform any office berrower any of the obligations imposed on Borrower by any rules or regureed thare under. If Borrower's failure generally to any fill the Property is a leasehold interest and such Property any rules or regureed thereunder.
(f) Failure of Borrower to make any payment or perform any of the obligations imposed on Borrower by any rules o

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(1) The occurrence of anything relating to Borrower or the Property which causes Lender in good faith to deem itself insection.

(m) Borrower's failure to maintain the Property free of any liens except for the lien of this Deed of Trust or the Prior Lien.

16.2 Remarkies. Upon the occurrence of any event of default and at any time thereafter, Trustee or Lender may

 10.2 <u>Hemistries</u>, upon the occurrence of any event of each and an arry time mereater, mustee of Lender may event of each and an arry time mereater, mustee of Lender may event of each and remedies;
 (a) Lender may ductare the indebtedness socured hereby immediately due and payable.
 (b) The Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial functions, in either case in econdaria with applicable law.
 (c) If the Property is submitted to condominium ownership. Borrower grants an irrevocable power of attorney to Lender to write in its discribion on arty mitter that may come before the members of the association of unit owners. Lender to write in its discribion on arty mitter that may come before the members of the association of unit owners. Lender is told an as discretion on any matter that may come before the members of the association or unit owners. Lender shall have the right to exercise this power of attornity only after default by Borrower and may decline to exercise the power, its Lender may see fit. (d) Itustee and Lunder shall have any other right or remedy provided in this Deed of Trust, the Agreement or any other instrument delivered by Borrower in connection therewith, or available at law, in equity or otherwise.

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16.3 Warms Election of Remedies. A warver by either party of a breach of a provision of the Deed of Trust shall not be statute a warver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other pit vision. Election by Lender to pursue any removing shall not exclude pursuit of any other remedy, and all remedies of Lender

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Under this Deed of Trust are cumulative and not exclusive. An election to make expenditures or take action to perform an oblight on of Expressed shall not affect Lender's right to declare a default and exercise its remedies under this Deed of Trust. It 4. Alterneys frees Expenses in the event such or action is instituted to enforce any of the terms of this deed, the in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred in addition to all other sums provided by law. Whether or not any court action is involved, all reasonable expenses incurred the addition to all other sums provided by law. Whether or not any court action of its interest or the enforcement of its right by the addition to all other sums provided by law. Whether or not any court action of its interest or the enforcement of its right by the addition to all other sums provided by law. Whether or not any court action of its interest or the enforcement of its right by the addition to all other sums provided by law. Whether or not any court action of the principal balance under the Agreement shall be some a part of the indebte sums interest rate as applicable to the principal balance under the Agreement; shall be some a part of the indebte free or rouse is of for, such sums may be added to the principal balance then due under the Agreement, that at Lorder's or Truste's of for, such sums may be added to the principal balance then due under the Agreement and he payable under ther terms of the Agreement. Expenses covered by this paragraph include (without the Agreement and he payable under there terms of the Agreement, terpores, attorneys' opinions, title insurance, and inflation the trustee.

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

Upon noceleration under Paragraph 16.2 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed neceiver 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 repair ends and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shell be liable to account only for those rents actually received.

18. NECONVEY/MCE. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and that surrendur this Deed of Trust and all Notaty/Agreements evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvery the Property without warranty to the person or persons legally entitled thanks. Such pertom or persons shall pay all ct sts of preparation and recordation, if any.

191 SUBSTITUTE. TRUSTEE: In accordance with applicable law, Lender may from time to time remove Trustee and app sint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee that is successor trustee to all the title, power and divise conferred upon the Trustee herein and by applicable law.

20. ATTIORNEYS' FEES. As used in this Direct of Trust and in the Agreement, "attorneys' fees" shall include attorneys' fees, If any, which shall be awarded by an appellate court.

tsiand agrees to the terms and covenants contained in this Security Instrument

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Date:				
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	DEED OF TRUST	=====	County of Klamath SS.	-/1-
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STATE OF OREGON: COUNTY OF KLAMATH: 35.

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Filed ftt	record at request	of	2:22	o'clock <u>P.M.</u> , and duly recorded in	Vol,
		of1	<u>fortgage</u> s	Evelyn Biehn County Clerk	
FEE	\$20.00			By Druline Mulles	dele
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