

1. **PARTIES:** In this Deed of Trust ("Deed"), the words, you, your, and yours refer to each and all of those who sign this instrument as Grantor. The words, we, us, and our refer to BENEFICIAL OREGON INC. d/b/a BENEFICIAL MORTGAGE CO., the Beneficiary of this Deed, whose address is 814 CHARNELTON STREET, EUGENE, OR, 97401. The word Trustee refers to ASPEN TITLE AND ESCROW INC whose address is 525 MAIN STREET, KLAMATH FALLS, OR, 97601. You are KEITH E. MCCLUNG AND BEVERLY J. MCCLUNG. You live at 8333 HWY 140 EAST, in the County of KLAMATH, Oregon. in the City (Town) of KLAMATH FALLS.
2. **CONVEYANCE OF PROPERTY:** We have made you a loan with an Actual Amount of Loan of \$ 170,000.00 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 OCTOBER 22ND, 1996. To secure the prompt payment of your loan, you make this Deed on OCTOBER 17TH, 1991 with Trustee and sell and convey to Trustee, with power of sale, the real property described below (hereafter "Property") in trust for us:
- (a) Property: The Property is located in the County of KLAMATH, Oregon. Its postal address is 8333 HWY 140 EAST, KLAMATH FALLS, OR, 97603. The legal description of the Property is:

SEE EXHIBIT "A" ATTACHED

- (b) The Property is improved by buildings erected on that Property.
3. **USE OF PROPERTY:** The Property is not currently used for agricultural, timber or grazing purposes.
4. **OTHER ENCUMBRANCES:** The Property is subject to a prior encumbrance identified as follows:
- Name of Lienholder N/A Type of Security Instrument: ☐ Deed of Trust ☐ Mortgage
- Date: _____, 19____
- Principal Amount: \$ _____
- Recording Information: Date of Recording _____, 19____; Book No. _____, Page _____
- Place of Recording: (check appropriate box)
- ☐ Clerk of _____ County ☐ Recording Division of Records and Elections of Washington County
- ☐ Director of Records and Elections of Benton County ☐ Department of Records and Elections of Hood River County
- ☐ Recording Department of Assessments and Records of Multnomah County ☐ Department of Records and Assessments of Lane County
5. **LOAN:** You shall pay the loan according to the terms of the Note/Agreement.
6. **TITLE:** You warrant title to the Property. To do so, you establish that you own the Property, have the right to give this Deed and are responsible for any costs or losses to us if anyone but you claims an interest in it.
7. **LIENS ON PROPERTY:** You shall not allow any type of lien, whether it be a mechanics' lien, materialmen's lien, judgment lien or tax lien, to attach to the Property.
8. **INSURANCE:** Until you pay your debt, you will insure all buildings on the Property against damage by fire and all hazards (often called "extended coverage"). If we ask, you will get insurance acceptable to us for any other risk that we may reasonably require. We will not require you to insure the Property for more than its full replacement value. You will name us on the policy to receive payment if there is a loss. You will assign and give the insurance policies to us if requested so that we can hold the insurance policies as further security for the payment of your debt. These insurance policies shall include the usual standard clauses protecting our interest.
9. **FAILURE TO MAINTAIN INSURANCE:** If you do not maintain this insurance, we can purchase it after we give you any notice the law may require. You will repay us any monies advanced to pay the premiums plus interest. This Deed secures that additional advance of monies.
10. **INSURANCE PROCEEDS:** If we receive any insurance proceeds as a result of your experiencing loss of the use of the Property and then filing a claim for that loss, we need not pay you any interest on the loss and we can (a) use the proceeds to reduce the balance of your loan, (b) pay you as much of the money as we choose for the single purpose of repairing the Property or (c) use the money for any other purpose we may require.
11. **TAXES:** You will pay all the taxes, water or sewer rates or assessments on the Property, unless we require you to pay the monies due for these items to us. If you do not pay these charges when due, we can pay them after we give you any notice the law may require. You will promptly reimburse us for any amounts we have paid together with interest on the amounts paid. This Deed secures the amounts we have paid.
12. **MAINTAIN PROPERTY:** You shall keep the Property in good condition and repair. You shall not commit any waste.
13. **DEFENSE OF PROPERTY:** You shall appear and defend any action affecting the Property or our rights, or the powers of the Trustee. You shall pay, purchase, contest, or compromise any interest in the Property including, without limitation, encumbrances, charges or liens which in our judgment appear to be superior to this Deed. To protect our interests, we may, at your expense, pay necessary expenses, employ counsel, and pay reasonable attorney's fees. You shall, to the extent allowed by law, pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in any action where we may appear and in any legal action we bring to foreclose this Deed.
14. **ALTERATION OF IMPROVEMENTS:** No building or improvement on the Property will be altered, demolished or removed without our consent.
15. **WHEN FULL AMOUNT DUE:** For any of the following reasons, we may declare the full amount of your loan due immediately:
- (a) Failure to Pay: If you do not pay any instalment on your Note/Agreement on the day it is due.
- (b) If you do not pay any tax, water or sewer rate or assessment when it is due.
- (c) Failure to comply with the terms of this Deed or the Note/Agreement.
- (d) Repairs: If you do not keep the Property in good repair, or if it is damaged, or parts of it removed.
16. **SALE OF PROPERTY:** If you default in the payment of the loan or in the performance of any terms of your Note/Agreement or in the performance of anything you agree to do in this Deed, we may foreclose this Deed, either by legal action or by advertisement and sale in accordance with the laws of Oregon. You have the right to cure the default within 5 days of the date set by the Trustee as the date of sale by paying us (a) the entire amount due, (b) the actual costs and expenses we incur and (c) trustee's and attorney's fees, based on the number of days prior to date of sale in which cure is effected, which shall be as follows:

No. of Days	Amount of Fees	Total of Fees for Both Trustee and Attorney
90 days or more	\$125.00	\$250.00
60 to 89 days	\$175.00	\$350.00
30 to 59 days	\$225.00	\$450.00
5 to 29 days	\$275.00	\$550.00