NE 37488	DEED Vol. mg1_Page 24034
THIS TRUST DEED, made this15	day of
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMAT	I COUNTY , as Trustee,
MARY BELL MITCHELL	
as Beneficiary, WITNE	SSETH:
	veys to trustee in trust, with power of sale, the prop
in KLAMATH County, Oregon, describ	ed as:
Lot 2, EXCEPT the Easterly 47.8 feet,	and all of Lot 3 in Block 5 of
EWAUNA HEIGHTS ADDITION to the City official plat thereof on file in the	of Klamath Falls, according to the
Klamath County, Oregon.	an <mark>Sana</mark> an
together with all and singular the tenements, hereditaments and ap now or hereafter appertaining, and the rents, issues and profits ther	purtenances and all other rights thereunto belonging or in an eof and all fixtures now or hereafter attached to or used in co
tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE	of each agreement of grantor herein contained and payment of
sum of **TWENTY FIVE THOUSAND AND NO / 100	Dollars, with interest thereon according to the terms of a prom
note of even date herewith, payable to beneficiary or order and mad not sooner paid, to be due and payable per terms of note	e by grantor, the final payment of principal and interest nere
not sooner paid, to be due and payable <u>Exactly sources</u> The date of maturity of the debt secured by this instrument is becomes due and payable. In the event the within described proper	
becomes due and payable. In the event the within described proper sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.	having obtained the written consent of approval of the benefit
To protect the security of this trust deed, grantor agrees: I. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon;	granting any easement or creating any restriction thereon; (c) join subordination or other agreement allecting this deed or the lien or
and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property. 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. To comply with all laws, ordinances, redulations, covenants, condi-	subordination or other agreement allecting this deed or the use of thereoi; (d) reconvey, without warranty, all or any part of the propert grantes in any reconveyance may be described as the "person or legally entitled thereoi," and the recitals therein of any matters or lact be conclusive proof of the truthfulness thereoi. Trustee's fees for any services mentioned in this parafaron babli be not less than \$5.
destroyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, condi-	to them any default by drantes bereinder beneliciary may
ions and restrictions allecting said property: if the beneficiery so requests, to join in executing such linancing statements pursuant to the Uniform Commer- cial Code as the beneficiary may require and to pay to tiling same in the proper public offices or searching agencies as may be deemed desirable by the by liling officers or searching agencies as may be deemed desirable by the	time without notice, either in person, by agent or by a receiver to
while allies as allies as wall as the cost of all lies searches made	
by filing officers or searching agencies as may be deemed desirable by the beneficiary.	the indebtedness hereby secured, enter upon and take possession of and erty or any part thereof, in its own name sue or otherwise collect the
A. To provide and continuously maintain insurance on the buildings	the indebtedness hereby secured, enter Upon and take possession of erity or any part thereoi, in its own name sue or otherwise collect the issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including trasonable ney's less upon any indebtedness secured hereby, and in such order a liciary may determine.
beneticiary to provide and continuously maintain insurance on the buildings now or herealter erected on the said prenises against loss or damage by tire and such other has and a such and prenises against loss or damage by tire an amount not such a such a such and prenises against loss or damage by the companies of the beneficiary, with loss payable to the latter; all companies insurance such able dedivered to the beneficiary as soon as insured;	the indebtedness hereby secured, enter Upon and take posissionilier inhi- erty or any part thereoi, in its own name sue or object, and apply the issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including reasonable ney's less upon any indebtedness secured hereby, and in such order an licitary may determine, upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of lire and collection of such rents, issues and prolits for any taking or damage
Deneticiary. 4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said prentises against loss or damage by fire and such other hasards asctha and the said prentises against loss or damage by fire an amount not less than <b>CUIL</b> influence of the same transformer to the require, in an amount not less than <b>CUIL</b> influence of the same transformer to the same transformer companies acceptable to the beneticiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneticiary as soon as insured; it the grantor shall fail for any reason to procure any such insurance and to deliver and policies to the beneticiary at least liften days prior to the expira- deliver said policies to the beneticiary as least liften days prior to the expira-	the indebtedness hereby secured, enter Upon and take possession of weight erity or any part thereoi, in its own name sue or otherwise collect the issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including trasonable ney's fees upon any indebtedness secured hereby, and in such order a liciary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of lite and insurance policies or compensation or awards for any taking or damage property, and the application or release thereof as aloresaid, shall not wares any delault or notice of default hereunder or invalidate any ac
Deneticiary. 4. To provide and continuously maintain insurance on the buildings now or herealter erected on the said prenises against loss or damage by tire and such other hasards as the another the said prenises against loss or damage by tire an amount not less than <b>Sull</b> . If <b>BUILDING DIE</b> vall the time require, in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; it he grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least lifteen days prior to the expira- tion of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount the beneficiary may procure the same at grantor's expense. The amount	the indebtedness hereby secured, enter Upon and take postsubilities this erity or any part thereoi, in its own name sue or other as a more there in issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including eccomobil- ney's less upon any indebtedness secured hereby, and in such order as licitary may determine, upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of live and insurance policies or compensation or awards for any taking or damage property, and the application or release thereol as aloresaid, shall not waive any default or noice of default hereunder or invalidate any ac pursuant to such roice. 12. Upon default by grantor in payment of any indebtedness i hereby or in his performance of any afference in the being the hereing the hereing the such arbitrary of the hereing the here the hereing the hereing in his performance of any afference in the hereing the hereing the hereing the such arbitrary of the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing the hereing thereing thereing the herei
beneficiary 4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the paid prenises against loss or damage by fire and such other hazards as that the prenises against loss or damage by fire companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; it he grantor shall laif for any reason to procure ny useh insurance and to deliver said policies to the beneficiary at least litten days prior to the expira- tion of any policy of insurance now of hereafter placed on said buildings, the beneficiary may procure the same colicy may be applied by benefi- ciary upon any indebitomes of hereafter placed on the enclic- iciary indebitomes of hereafter and in such order as beneficiary may determine, or a conso of beneficiary the entire amount so collected, or may determine, or a conso of mediation of the same of the determine.	the indebtedness hereby secured, enter Upon and take possession there in his error on my part thereoi, in its own name sue or otherwise content in the issues and prolits, including those past due and unpaid, and piptly the less costs and expenses of operation and collection, including reasonable ney's tess upon any indebtedness secured hereby, and in such order and licitary may determine. 11. The entering upon and taking possession of said property in the entering upon and prolits, or the proceeds of lire and insurance policies or compensation or awards for any taking or damage property, and the application or release thereoi as aloresaid, shall not a waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness a hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneficiar declare all sums secured hereby immediately due and payable in release there is a subble in the such or provide the such payment and/or performance being in the such or provide the such as
4. To provide and continuously maintain insurance on the buildings now or herealter erected on the said precuises against loss or damage by lire and such other hasards asctha and the precuises against loss or damage by lire an amount not less than Suffer and the precuise against loss or damage by lire an amount not less than Suffer and the precuise of the latter, all policies of insurance shall be delivered to the beneliciary as soon as insured; it he grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneliciary at least litteen days prior to the expira- tion of any policy of insurance now or herealter placed on said buildings the beneliciary may procure the same at grantor's expense. The amount collected under any line or other insurance policy may be applied by beneli- any part thereol, may be released to grantor. Such application or release shall not cure or waive any delault or notice of delault hereunder or invalidate any et do under not its out notice.	the indebtedness hereby secured, enter Upon and take possession of the erity or any part thereol, in its own name sue or otherwise collect the issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including reasonable ney's fees upon any indebtedness secured hereby, and in such order an licitary may determine. 11. The entering upon and taking possession of said proper's collection of such rents, issues and prolits, or the proceeds of lite and insurance policies or compensation or awards for any taking or damage property, and the application or release thereol as aloresaid, shall not of waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness a hereby or in his performance of any agreement hereunder, time being destare all sums secured hereby immediately du and payable. In su event the beneliciary at his dection may proceed to loreclose this trust in equity as a mortgage or direct the trustee to foreclose this trust advertisement and sale, or may direct the trustee to pursue any other to invalidate any ac
beneticiary. 4. To provide and continuously maintain insurance on the buildings now or herealter erected on the paid prentises against loss or damage by fire and such other hazards aschill ern HINGUTAID IEM VAILUE witten in an amount not less than \$\overline{1}{10000000000000000000000000000000000	the indebtedness hereby secured, entire Upon and take possession that ank erity or any part thereol, in its own name sue or otherwise collections issues and prolits, including those past due and unpaid, and apply the issues and expenses of operation and collection, including reasonable ney's fees upon any indebtedness secured hereby, and in such order at licitary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of lire and insurance policies or compensation or awards for any taking or damage property, and the application or release thereof as aloresaid, shall not waive any default or notice of default hereunder or invalidate any ac pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness i hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneficiar declare all sums secured hereby immediately due and payble. In as event the beneficiary at his election may proceed to foreclose this trust advertiment and sale, or may direct the trustee to foreclose this trust advertiment and sale, or may direct the truste to pursue any other the beneficiary set to include the beneficiary may have. In this the beneficiary elects to foreclose by advertiment and sale, the benefic the trustee thal execute and eque to be recorded his written pro- the beneficiary of the second and a written prot be only the the trustee to any direct the truste to pursue any other to the truste shall execute and cause to be recorded his written pro- the beneficiary is a mortice.
beneticiary. 4. To provide and continuously maintain insurance on the buildings now or herealter erected on the said prenises against loss or damage by tire and such other hazards a <b>Sull THENDER</b> from time to time require, in an amount not less a <b>Sull THENDER</b> from time to the section companies acceptable to the beneliciary, with loss payable to the latter; all policies of innershead that the beneliciary as soon as insured; this desceptable to the beneliciary, with loss payable to the latter; all policies of innershead that the beneliciary as soon as insured; this desceptable to the beneliciary at least litten days prior to the expira- tion of and policies to the beneliciary at least litten days prior to the expira- tion of any policy of insurance now or herealter placed on said buildings, habe beneliciary may procure the same at grantor's expense. The amount collected under any lite or other insurance policy may be applied by beneli- ciary upon any indebteness secured hereby and in such order as beneliciary may determine, or at option of beneliciary the entire amount so collected, or any part thereol, may be released to grantor. Such application or rivalidate any set done pursuant to such notice. 5. To keep said premises Iree Irom construction liens and to pay all tare, assessments and other charges that may be levied or assessed upon or against said property before any part of such tares, assessments and other charges become past due or delinquent and promptly deliver receipts theretas, there to beneticiary; should the grantor lail to make payment of any tares, assisted thereas assisters and other charges that induce the applied by the states, assessments and thereas thereas of the other the states of the thereas the states of the states of the states thereas thereas the states of the states	the indebtedness hereby secured, entire Upon and take postsussion there in the secure of any part thereoi, in its own name sue or other, and apply the issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including reasonable. New york of the secure development of the secure and set. In the secure development of the secure development o
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beneticiary. 4. To provide and continuously maintain insurance on the buildings now or herealier erected on the paid prentises against loss or damage by fire and such other hazards aschill ern HINGUTAID IEM VAILUE in written in an amount not less than \$\overline{1}{10000000000000000000000000000000000	the indebtedness hereby secured, entire Upon and take possession that inhi- erty or any part thereoi, in its own name sue or otherwise contracting the issues and prolits, including those past due and unpaid and pipty the less costs and expenses of operation and collection, including easonable ney's less upon any indebtedness secured hereby, and in such order at licitary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of line and insurance policies or compensation or awards for any taking or damage property, and the application or release thereof as aloresaid, shall not waive any delault or nolice of delault hereunder or invalidate any ac pursuant to such nolice. 12. Upon default by grantor in payment of any indebtedness to keeps or in his performance of any agreement hereunder, time being essence with respect to such payment and/or loreclose this trust declare all sums secured hereby immedy proceed to loreclose this trust in equity as a moridage or may direct the trustee to loreclose this trust advertisement and sales or nequity, which the beneficiary may have. In this the trustee shall execute and cause to be recorded his written notice of and his election to sell the said described real property to satisfy the obl secured hereby whereupon the trustee to loreclose this trust in the manner provided in ORS 86.735 to 86.795. 13. Alter the truste end to are or the seconded his written motice of the sale, and at any time prior to 5 days before the date the trustee and the denation. If the default consists of a lailure to pay, why the trust default or noy other persons op rivileged by ORS 86.750, mot he delault or delaults. If the default consists of a lailure to pay, why the trust default on the trust default may bay bay advertisement asle, the defaults. If the default consists of a lailure to pay, why the same secured by the trust default consists of a lailure to pay, why the manner provided in the same do proceed to a lailure
beneficiary. A provide and continuously maintain insurance on the buildings now or herealter erected on the paid premises adjaint loss or damage by tire and such other hazards as the provide premises adjaint loss or damage by the companies acceptable that the baneliciary, with loss payable to the latter; all policies of insurance shall be delivered to the beneliciary as soon as insured; if the grant policies of the baneliciary at least litteen days prior to the expira- dice of the second provide the second procure any such insurance and to deliver said policies to the beneliciary at least litteen days prior to the expira- tion beneliciary may procure the same at grantor's expense. The amount of the grant procure the same at grantor's expense. The amount so thereof, may be released to grantor. Such applied by beneli- tiary upon any indebtedness secured hereby and in such order as beneliciary may determine, or at option of beneliciary the entire amount so collected, or any part thereoi, may be released to grantor. Such application or riseas beneliciary tace, assessments and other charges that may be leviced or assessed upon or against said property before any part of such targes, assessments and other charges become past due or delingent and prompily deliver receipts therefor to beneliciary; should the grantor lait to make payment of any taxes, assess- ments, insurance premiums, liens or other carges payable by grant, eithered to beneliciary; should the grantor lait to make payment of any taxes, assess- mathered, may thenelity before any part of such targes payable by grant, eithered by direct payment or by providing beneficiary with lunds with which to the amount so paid, with interest at the rate set lotth in the rot assess- trust deed, shall be added to and become a part of the broken of any of this drust deed, shall be added to and become a part of the broken of any of the covenants hereol and lor such payring the reference of this in trust deed, without waiver of any rights mith interest as altorexid, the	the indebtedness hereby secured, entire Upon and take possession that are erry or any part thereol, in its own name sue or otherwise collect the issues and prolits, including those past due and unpaid, and apply here of the secure of operation and collection, including reasonable ney's fees upon any indebtedness secured hereby, and in such order at licitary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of lire and insurance policies or compensation or awards for any taking or damage property, and the application or release thereof as aloresaid, shall not waive any delault or notice of default hereunder or invalidate any ac pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness i hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneliciar event the beneliciary at his election may proceed to foreclose this trust devertiment and sale, or may direct the trustee to foreclose this trust advertiment and sale, or may direct the trustee to foreclose this trust devertiment and sale, or may direct the trustee to foreclose this trust devertiment and sale, or may direct the truste to foreclose this trust advertiment and sale, or may direct the truste to foreclose this trust advertiment and sale, or may direct the truste to foreclose this trust the truste shall execute and cause to be recorded his written motice of and his election to sell the said described real property to satisfy the benefic and his election to sell the said described real property to satisfy the secure hereby whereupon the trustes hall is the time and place of all notice therool as then required by law and proceed to loreclose this frui in the manner provided in ORS 68.735 to 68.753. 13. Alter the truste has commenced foreclosure by advertiment sale, end at any time prior to 5 days before the date this truste 63.73, mm he default or defaults. If the default c
Deneticiary. 4. To provide and continuously maintain insurance on the buildings now or herealier erected on the paid prenises against loss or damage by fire and such other hazards aschill erent HEMPTAID HEMPTAID HEMPTAID HEMPTAID in an amount not less than Subtract HEMPTAID HEMPTAID HEMPTAID HEMPTAID companies acceptable to the beneticiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneliciary as soon as insured; it he grantor shall fail for any reason to proceed any work innurance and to deliver said policies to the beneticiary at less tilleen days prior to the expira- tion of any policy of insurance now or herealier placed on said buildings, the beneticiary may procure the same at gliver as soon as heneliciary up on any indebtedness secured insurance policy in soon said buildings, the beneticiary may procure the same at gliver as the amount ocliected under any tire or other insurance policy in soon content of the expira- tion of any policy of insurance tho gliver as beneticiary any policy of a policy of a policy of the grant as the seneliciary up on any indebtedness secured insurance policy in such order as beneticiary any determine, or at option of beneticiary and in such order as beneticiary of cure or waive any detauliter notice of delault hereunder or invalidate any act done pursuant to such norises iree from construction liens and to pay all tares, assessment of other charges that may be levied or assessed upon or charges become any part of such targes paynent of any taxes, assess- ments, insurance pursuant to poid, with interest at the rate set forth in the note secured by direct payront to by providing beneficiary with funds with which to make such payront or by providing beneficiary with funds with which to make such payront or by rights arising from breach of any of the overants hereod and for such payments, with interest as aloresaid, the prop- ery, tidether with the obligation described in paragraphs 6 and 7 of this trust ded, shall be added to and beco	the indebtedness hereby secured, entir Upon and take possession the the erity or any part thereol, in its own name sue or otherwise collect the issues and prolits, including those past due and unpaid, and apply the issues and expenses of operation and collection, including reasonable ney's fees upon any indebtedness secured hereby, and in such order at licitary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of lire and insurance policies or compensation or awards for any taking or damage property, and the application or release thereof as aloresaid, shall not waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness i hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneliciar event the beneliciary at his election may proceed to foreclose this trust deviriarement and sale, or may direct the trustee to foreclose this trust advertiment and sale, or may direct the trustee to foreclose this trust devertiment and sale, or may direct the trustee to pursue any other remedy, elher at law or in equity, which the beneliciary may have. In the the trustee shall execute and cause to be recorded his written motice of and his election to sell the said described real property to satisfy the oth in the manner provided in ORS 66.735 to 68.753. 13. Alter the trustee has and proceed to foreclose this frust manner provided in ORS 66.735 to 68.763. 13. Alter the truste has commenced foreclosure by advertime male, the grantor or any other person so privilegd by ORS 66.753. may and the default or default. If the default consists of a lailure to pay, pay in the manner provided in ORS 64.753 cm and the adriant time prior to 5 days before the date the truster 5.35 m and the default or default. If the default consists of a lailure to pay, pay in the adring or any other person so
Deneticiary. 4. To provide and continuously maintain insurance on the buildings now or herealter erected on the paid greenises against loss or damage by fire and such other hazards as that the green many from time to time require, in an amount not less that the baneliciary, with loss payable to the latter; all policies of insurance shall be delivered to the beneliciary as soon as insured; if the grantor shall late for any reason to procure any such insurance and to deliver said policies of insurance now or herealter placed on. said buildings, the beneliciary of insurance now or herealter placed on. said buildings, the beneliciary of insurance now or herealter placed on. said buildings, the beneliciary any place the same at grantor's approxements the seneiciary determine, or at option of beneliciary the entire amount so collected, or may path thered, may be released to grantor. Such applied by beneli- ciary determine, or at option of beneliciary the entire amount so collected, or may path thered, may be released to grantor. Such applied or assessed upon or against said poperty before any part of such targes passes. The sense there, assessments and other charges that may be leviel or assessed upon or against said property before any part of such targes, assessments and other charges become past due or delivent and prompily deliver receipts therefor to beneliciary; should the grantor lail to make payment of any targe, assess- ments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with lunds with which to make such payment, beneficiary may, at its option, make payment thereol, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, and all such payments will interest as all be bound of the same extent that they are bound for the payment of the debt accured by	the indebtedness hereby secured, entir Upon and take possession that mini- erty or any part thereoi, in its own name sue or otherwise collection issues and prolits, including those past due and unpaid, and pipty the issues and expenses of operation and collection, including easonable ney's lees upon any indebtedness secured hereby, and in such order at licitary may determine. 11. The entering upon and taking possession of said properi collection of such rents, issues and prolits, or the proceeds of line and insurance policies or compensation or awards for any taking or damage property, and the application or release thereol as alorsaid, shall not waive any delault or noice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness to hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or lorcelose this trust declare all sums secured hereby immediately due do neyable. In su event the beneliciary at his election may prive to forcelose this trust advertisement and sale, or may directiment and sale, the beneliciar advertisement and sale, or may directiment and sale, the benelic in equity as a mortigate or directive the trustee to pursue any other r enterity as a mortigate or directive the truste to pursue any pay other the trustee shan to circle the sale contenent of the benelic and his election whereupon the trustes shall its the time and place of all notice there at any time prior to S days before the date the trustee con- sale, and at any time prior to S days before the date the trustee shall be in the trust ded, the delault coccurred. Any other of all advertisement ale, and at any time prior to S days before the date the trustee one delault or delaults. If the delault consists of a lailure to pay, whis the strust deed. It he delault coccurred. Any other delault that is cop being cured may be cured by tendering the performance required un voligither or the trust deed. the delault may be cur
beneficiary a provide and continuously maintain insurance on the buildings or herealter erected on the baid prenises adjants loss or damage by fire and such other hasards as the provide and prenises adjants loss or damage by fire and such other hasards as the provide previous adjant of the beneficiary, with loss payable to the latter; all policies of another hasards as the provide provide any such insurance and to individual provide any policy of insurance now or herealter placed on said buildings, the beneficiary at least litten days prior to the expiration of any policy of insurance now or herealter placed on said buildings, the beneficiary may be applied by beneficiary may determine, or at option of beneficiary the entire amount so collected, or any policy of insurance in other entires and in such of a such and thereof, may be released to grantor. Such applied by beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice. 5. To keep said premises lree from construction liens and to pay all tare, assessments and other charges that may be levied or assessed upont of beneficiary is applied by grantor, either by direct payment or by billow may, at its option, make payment, which which to be apparent, in a other bears, assessments and is obtained any the ded to and become a part of the debt secured by the same extent that they are bound for the payments, with interest as allored of any dest. As allored without waiver of any rights arising from on the obligation herein described, and has such as a such abecome part thereof, as well as the grantor, shall be bound to the same extent that they are bound for the payment, with release allowed of the obligation and payable without waiver of any rights arising from on the allored by the seril as the grantor, and payable and constitued any tar	the indebtedness hereby secured, entir Upon and take possession the achi- erty or any part thereol, in its own name sue or otherwise collect the issues and prolits, including those past due and unpaid, and apply the issues and expenses of operation and collection, including reasonable ney's fees upon any indebtedness secured hereby, and in such order at licitary may determine. 11. The entering upon and taking possession of said proper collection of such rents, issues and prolits, or the proceeds of lire and insurance policies or compensation or awards for any taking or damage property, and the application or release thereof as aloresaid, shall not waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness i hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneliciar event the beneliciary at his election may proceed to foreclose this trust deviriarement and sale, or may direct the trustee to foreclose this trust advertiment and sale, or may direct the trustee to foreclose this trust advertiment and sale, or may direct the trustee to foreclose this trust devertiment and sale, or may direct the truste to foreclose this trust advertiment and sale, or may direct the truste to foreclose this trust advertiment and sale, or may direct the truste to foreclose this trust advertiment and sale, or may direct the truste to loreclose this trust advertiment and sale, or may direct the truste to loreclose this trust and his election to sell the said described real property to satisfy the oth the truste shall execute and cause to be recorded his written motice of and his election to sell the said described real property to satisfy the oth and the grantor or any other person so privileged by ORS 66.753. 13. Alter the truste has commenced foreclosure by advertiments and the dation of easilts. If the default consists of a lailure to pay, whis uns secured by t
beneficiary. 4. To provide and continuously maintain insurance on the buildings now or herealter erected on the paid premises against loss or damage by fire and such other hazards as that are interesting against and the herein the second present an amount not less than from the paid premises against loss or damage by the companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall late for any result of the beneficiary as soon as insured; on of any policy of insurance mow or herealter placed on said buildings, the beneficiary may proor other insurance policy may be applied by benefi- ciary upon any indebtedness secured hereby and in such order as beneficiary any delermined, may be released to grantor. Such applied to demage any act done waive any delault or notice of delault hereunder or invalidate any act done waive any delault or notice of delault hereunder or invalidate any act done waive any delault or notice of delault hereunder or invalidate any act done waive any delault or notice of delault hereunder or invalidate any act done waive any delault or notice of delault hereunder or invalidate any act done waive any delault or notice of a such tares, assessments and other charges become past due or delingent and promptiy deliver receipts therefor to beneticiary; should the grantor laif to make payment of any tares, assess- ments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneticiary with lunds with which to trake such payment, beneticiary any rights arising from breach of any of the same extent that they are bound for the grantor, shall be buildion herein described, and lie added to and become a part of the debi secured by this trust deed, shall be added to and become a part of the debi secured by this trust deed, and all such payments shall be immediately due and payable and constitute a breach of this trust deed immediately du	the indebtedness hereby secured, entire Upon and take possession that any erity or any part thereoi, in its own name sue or otherwise collection issues and prolits, including those past due and unpaid, and apply the issues and expenses of operation and collection, including reasonable ney's tess upon any indebtedness secured hereby, and in such order an iliciary may determine. 11. The entering upon and taking possession of said properi collection of such rents, issues and prolits, or the proceeds of live and insurance policies or compensation or awards for any taking or damage propery, and the application or release thereol as alcoreasid, shall not waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon default by granior in payment of any indebtedness a hereby or in his performance of any agreement hereunder, time being seaches with respect to such payment and/or performance, the beneficiar declare all sums secured hereby immediately due and probe his trust declare all sums secured hereby immediately due and probe his trust advertiment and sale, or may direct the trustee to incelose this trust advertiment and sale, or may direct the truste to invest his trust of advertiment and sale, or may direct the truste to invest the beneficiar yields at moridage or direct by the trust end sale, the benefic and his election to sell the said curvibed real property to satisfy the obl and his election to sell the said curvibed scale property to satisfy the obl and his election to sell the said curvibed scale by ORS 86.733 to all start the prior to S days before the date the trustee condu- mate, the granit ded. If the default may be cured by pay sum second the date in the origin dow by boy S 85.753, mm asle, the granit dedaults. If the default consists of a lailure to pay, whi and start the prior to S days before the date the trustee condu- sale, the granit dedaults. If the default consists of a lailure to pay, whi and express actually incurred in enforcing the obligation of the
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beneficiary To provide and continuously maintain insurance on the buildings now or herealter erected on the paid premises adjants loss or damage by fire and such other hasards as <b>SULT THENTER</b> (insurance the paid premises adjants toos or damage by fire companies of the beneficiary, with loss payable to the latter; all polles 0 and such other hasards as <b>SULT THENTER</b> (insurance), written in a mount not paid to the beneficiary, with loss payable to the latter; all polles 0 and such other hasards as <b>SULT THENTER</b> (insurance), written in the paid oplicits of the beneficiary at least litteen days prior to the expiration of any policy of insurance new or herealter placed on said buildings, the beneficiary may part thereof, may procure the same at grantor's expense. The amount collected under any life or other insurance policy may be applied by beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice. Such applications or release shall rese, assessments and other charges that may be levied or assessed upon all tares, assessments and other charges that may be levied or assessed upon adjants axid property belore any part to more pay availe as the stantor, which in the obligations described in paragraphs 6 and 7 of this trust deed to and become a part of the debt secured by this trust deed. Without waiver of any rights arising from breach of any direct, any all such payment, with interest at all as allores of any payable and payable without waiver of any rights arising from of the obligation heredic of the obligation and there bargeners. The besite incurred in the reserver and payable without waiver of any rights arising from on the bargeners of the secured by this trust deed interest at the export in the abarber of a such as allores of the secured in connection with or in enforcing this obliga	the indebtedness hereby secured, enter Upon and take possession that the issues and prolits, including those past due and unpaid, and apply the issues and prolits, including those past due and unpaid, and apply the issues and expenses of operation and collection, including teasonable ney's tess upon any indebtedness secured hereby, and in such order as licitary may determine. 11. The entering upon and taking possession of said propert collection of such rents, issues and prolits, or the proceeds of line and insurance policies or compensation or awards tor any taking or damage property, and the application or release thereol as alcoreaid, shall not waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness at hereby or in his performance of any agreement hereunder, the beneliciar sector in his performance of any agreement hereunder, the beneliciar declare all sums secured hereby immediately due and apable. In an event the beneliciary at his election may proceed forcelose this trust advertisement and sale, or may direct the frustenet to pursue any other r ermedy, either at law or in equity, with the beneliciary may have. In the the truste shall execute and proceed to forcelose this trust and his election to sell the said described real property to satisfy the obl and his election to sell the said described real property to satisfy the obl and his election the trustee shall list the time and place of and house thereol as thirded in ORS 66.735 to 86.795. In the may time prior to 5 days before the date the trustee coll and his delault or delaults. If the delault consists of a lailure to pay, whe sums secured by the trust deed, the delault may be cured by payi entire amount due at the inne of the cure other than such portion as being cured may be cured by tendering the parlormance required un- top there with trustee's and attorney's less mort acceding the amounts pp by law. 14. Otherwise, the
beneficiary. A provide and continuously maintain insurance on the buildings now or herealter erected on the paid premises adjainst loss or damage by fire and such other hazards as that and the premises adjainst loss or damage by the and such other hazards as that and the premises adjainst loss or damage by the present of the barding of the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; it he grantor shall lab to anvitant and the beneficiary as prior to the expira- tion of any policy of procure the same at grantor's argense. The amount oplicited up to produce the same at grantor's argense. The amount oplicited up to produce the same at grantor's argense. The amount solicited up to produce the same at grantor's argense. The amount oplicited up to produce the same at grantor's argense. The amount solicited up thereol, may be released to grantor. Such application or invalidate any act done pursuant to auch notice. 5. To keep said premises like from construction liens and to pay all tares, assessments and other charges that may be leviel or assessed upon or against said property before any part of such tares, assessments and other charges become past due or delingent and prompity deliver receipts therefor to beneliciary; should the grantor lail to make payment of any tares, assess- ments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with lunds with which to make such payment, beneficiary may, at its option, make payment thereol, and the amount so paid, with interest at the rate set forth in the note secured bereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this arontice, and ishe nonpayment shall be immediately due	The indebtedness hereby secured, enter Upon and take possession of an erry or any part thereoi, in its own name sue or otherwise collection issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including teasonable ney's tess upon any indebtedness secured hereby, and in such order as licitary may determine. 11. The entering upon and taking possession of said propert collection of such rents, issues and prolits, or the proceeds of line and insurance policies or compensation or awards tor any taking or damage property, and the application or release thereod as aloreaid, shall not ewaive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness is hereby or in his performance of any agreement hereunder, the beneficiar declare all sums secured hereby immediately due and noclose this trust declare all sums secured hereby immediately due and noclose this trust declare all sums secured hereby immediately due and noclose this trust declare all sums secured hereby immediately due and payable. In us event the beneficiary at his election may proceed forcelose this trust de advertisement and sale, or may direct the trust exist to pursue any other in ermedy, elects to and case to be recorded his written motice of an his election to sell the fast commence of loreclose this trust motice the trust estant of nocelose this trust motice of the fusion thas thrustene declared all property to satisfy the oblight of the sense and the deault any taken the sense and place of sall note thereas the struster construction the sense of the delault by QCS 86.733, ma and the effort of the sense and attemption of a side decribed trust the sale, and at any time prior to 5 days before the date the trust estant on classit of a lailure to pay, where the strust deed. In delault more and place of sall and expenses actually incurred in enforcing the obligation of the trust dee
<sup>64</sup> To provide and continuously maintain insurance on the buildings now or hereafter erected on the paid premises against loss or damage by fire and such other hazards as thin the difficultation the paid of the property of the paraterial of the bardiery, with loss payable to the latter; all companies acceptable to the beneficiary at least litteen days prior to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; little grantor shall had be delivered to the beneficiary as prior to the expira- deliver said policies to the beneficiary at least litteen days prior to the expira- deliver said policies to the beneficiary at least litteen days prior to the expira- deliver said policies to the beneficiary at least strantor's expense. The amount onlicted unary indebiedness secured hereby and in such order as beneficiary at determine, or at option of beneficiary the entire amount so collected, or may part thereoi, may be released to gantor. Such application or rivalidate any act done pursuant to such notice. 5. To keep said premises lree from construction liens and to pay all tares, assessments and other charges that may be levid or assessed upon or adjainst said property belore any part of such tares, assessments and other charges become past due or delingent and prompily deliver receipts therefor to beneficiary; should the grantor lail to make payment of any laxes, assess- ments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with lunds with which to make such payment, beneficiary may, at its option, make payment thereol, and the amount so paid, with interest at the rate set forth in the note secured by the added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt accured by this trust deed, shall be added to and become a part of the debt accured by this atom the payment, shall a the option of the payable and constitute a breach of this trust deed im	the indebtedness hereby secured, enter Upon and take possassic line take issues and prolits, including those past due and unpaid exposition the issues and prolits, including those past due and unpaid exposition the issues and prolits, including those past due and unpaid exposition the issues and prolits, including those past due and unpaid exposition and collection, including teasonable ney's fees upon any indebtedness secured hereby, and in such order as licitary may determine, upon and taking possession of said property and the explication or release thereode or orease thereode of any distant of any taking or damage property, and the explication or release thereode or invalidate any ac pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness a fareby or in his performance of any agreement hereunder, time being esence with respect to such payment anditate due and payable. In a event the beneficiary office or direct the trustee to foreclose this trust declare all sums secured hereby in a greet on the performance of the beneficiary may have. In the trust declare all sums secure do respection may proceed to foreclose this trust and respect to foreclose by advertisement and sale, the beneficiary direct the frustee to foreclose this trust the trust declare all execute and cause to be recorded his written notice of and his election to sell the said described real property to satisfy the obleteneoid and the required by law and proceed to foreclose this trust and to the required by advertisement and place of advertisement any time prior to 5 days before the date the truste eclast the sensition and place of all and the any time prior to 5 days before the date the truste escits and place of a diversity whereupon the truste shall is the diate the truste escits any time prior to 5 days before the date the truste escits any time and the equival that is a postion or the set decl, the default may be curft by advertisement and place of advertise and attering the obligation of the trust dec
Determined and continuously maintain insurance on the buildings now or hereafter erected on the paid premises against loss or damage by fire and such other has and such and premises against loss or damage by fire and such other has and such and premises against loss or damage by fire companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance still be delivered to the beneficiary as soon as insured; the policy of insurance now or hereafter placed on said buildings, this beneficiary at least litteen days prior to the expiration of a the policy of insurance now or hereafter placed on said buildings, this beneficiary at least litteen days priors to the expiration of a thereof, may be released to grantor. Such applied by beneficiary and teast of the stant of the expiration of the stant of the stant of the expiration of the stant of the stant of the expiration of the stant of the expiration of the stant of the stant of the expiration of the stant of the expiration of the stant stant of the stant stant of the stant of the stant st	the indebtedness hereby secured, enter Upon and take possession of an erity or any part thereoi, in its own name sue or otherwise collect in- issues and prolits, including those past due and unpaid, and apply the less costs and expenses of operation and collection, including reasonable ney's lees upon any indebtedness secured hereby, and in such order as licitary may determine. 11. The entering upon and taking possession of said propert collection of such rents, issues and prolits, or the proceeds of fire and insurance policies or compensation or awards for any taking or damage property, and the application or release thereod as aloresaid, shall not ce waive any delault or notice of delault hereunder or invalidate any ac pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness s hereby or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneficiar declare all sums secured hereby immediately due to loreclose this trust due at the beneficiary at his election may prove to loreclose this trust advertisement and sale, or may direct the truste to pursue any other ri enteridy, election and cause to be recorded his written notice of and his election whereupon the trustes and process to loreclose this trust on the truste and no described real property to satisfy the obli- notice there of any agreement lore closure by advertiseme- nale, and at any time prior to S days before the date the truste condu- male, the grantor or any other grants any tower strusteres and, and at any time prior to S days before the date the trustee condu- beling and the sub curred by tendering the parties and portion as not then be due had no delault cocurred. Any other delault is a cap- being cured may be cured by tendering the parties and parties and and expenses actually incurred in enforcing the ablighton of the trust oblightor or trust deed. In any case, in addition to curring the da- delaults, the person ellecting the cure have the time to whic

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to de business under the lows of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escraw agent licensed under ORS 696.585. 

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)\* primarily for grantor's personal, family or household purposes (see Important Notice below), <u>(h) Xarxaxaran kanan kanak kanak</u> This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. 5 s \* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. PAULINE BAILEY FRANCES ì ò n Harris STATE OF OREGON, County of \_\_\_\_\_Klamath\_\_\_\_\_)ss. 641 HOTARY This instrument was acknowledged before me on ... by SLIC 88 n L Notary Public for Oregon My commission expires ..... REQUEST FOR FULL RECONVEYANCE only when obligations have been paid , Trustee TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to Contractor Stress S i was provide the states DATED. Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m Winzeth County, Oregan. to the Craw of Kismer 33 STATE OF OREGON, " TRUST DEED SS. (FORM No. 881) I certily that the within instrument STEVENS-NESS LAW PUB. CO., PORTLAND, ORE was received for record on the 15.th.day FRANCES PAULINE BAILEY ganese care and an and he had comage to another. at ...4:01 ... o'clock .P...M., and recorded SPACE RESERVED Grantor FOR MARY BELL MITCHELL -123 HIGH ST. ment/microfilm/reception No. 37488 ..., RECORDER'S USE KLAMATH FALLS, OR 97601 Record of Mortgages of said County. Witness my hand and seal of HYNA CE ET STYLA COUNTY Beneticiary County affixed. HOUNE BONK AFTER ALL AND ADDING ે જુલ્લો હતુ HOLE Evelyn Biehn, County Clerk 12 OECISDEBERTICCOURCER KFESELZOO Main Street By Delectione Multimolate Deputy 133744 **128**50 Fee \$13.00

N.S. M. CARLEN

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