between	John A. WOod and Sharon Wood	oli en la light i est au entima juga. Bers ed de -e
<u> Paragonal Barang Barang at Barang Barang</u>	Aspen Title and Escrow	, as Grant
1 1000 cittles I Historial Oct AICE?	s Company of Oregon, Inc., as Beneficiary,	, as Trustee, a
Grantor irrevocably grants, b	WITNESSETH: bargains, sells and conveys to trustee in trust, with power of sale, the property in	
Klamath	County Oregon described as: k 5, Tract No. 1025, Winchester, in the County of Klamath, State of Or	econ
1. Conditions, Restr	rictions as shown on the recorded plat of Libertain	
or national orgin app 3. Regulation, inclu canals, of Klamath Ir	pearing of record, recorded September 9, 1971 in Book M-71 at Page 9617. Iding levies, assessments, water and irrigation rights and easements for crigation District.	ditches and
per Ordinance No. 30.	luding levies, liens, assessments, right of way and easements of the Sout ad as per Ordinance No. 29, recorded May 24, 1983 in Book M-83 at Page 80 recorded May 30, 1986 in Book M-86 at Page 9346 and as per Ordinance No.	162 and as
Book M-90 at Page 913 which real property is not curr	Si	14, 1990 in
and all other rights thereunto b with said real estate:	belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now	hereditaments and appurtenance attached to or used in connection
For the purpose of securin	ng: (1) Payment of the indebtedness and all other lawful charges evidenced by a loan agreement of ever	n date herewith, made by grantor
in monthly installments: 1	clary at all times, in the manner as therein set forth, having a Total of Payments of \$14386.3	5 , payable in <u>84</u>
s Ø with	th an Annual Percentage Rate of 23.98 %, with a principal balance of \$ 7278.22	followed by Ø a
(2) performance of each agreer together with interest thereon a	ment of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under as herein provided	and any extensions thereof, or pursuant to the terms hereof,
The agreed rate of interest is ((check applicable box):	
- John per Jean on mat of me	n unpaid principal balances. unpaid principal balance of \$500 or less; 30% per year on that part of the unpaid principal balance over of the unpaid principal balance which is more than \$1,000.	r \$500 and not exceeding \$1,000;
	this trust deed, grantor agrees:	
o comply with all laws affecting	good condition and repair; not to remove or demolish any building thereon; to complete or restore profit may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed g said property or requiring any alterations or improvements to be made thereon; not to commit or permaid property in violation of law; and do all other acts which from the character or use of said property in other acts.	and materials furnished therefor;
r at option of beneficiary the en	d deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss rayable r insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such orden ntire amount so collected or any part thereof may be released to grantor. Such application or release shor invalidate any act done pursuant to such notice.	e to the beneficiary. The amount or as beneficiary may determine, all not cure or waive any default
3. To pay all costs, fees and renforcing this obligation, and	d expenses of this trust including the cost of title search as well as other costs and expenses of the trustee's and attorney's fees actually incurred as permitted by law.	stee incurred in connection with
4. To appear in and defend a	any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary f evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceedings and action or proceedings are such as the security of the security of the security of the security hereof or the rights or powers of beneficiary.	y or trustee; and to pay all costs proceeding in which beneficiary
5. To pay at least ten (10) d terest on the property or any p	days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumber thereof that at any time appear to be prior or superior hereto.	brances, charges and liens with
6. If grantor fails to perform so and without notice to or do anner and to such extent as ber e property; commence, appear ntest or compromise any encur neficiary may incur any liability d pay his reasonable fees. Gran expenditure at the agreed rate	m any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to eneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exemples of the energy of the rights and powers in or defend any action or proceeding purporting to affect the security hereof or the rights and powers inbrance, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereto; and y, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of emitor covenants to repay immediately and without demand all sums expended hereunder by beneficiary.	be performed the same in such recising said powers; enter onto s of beneficiary; pay, purchase, d in exercising any such powers
It is mutually agreed that:	The market and least a present and the state of the land of the date of the land of the la	
fire or other insurance. If ter Recording.	n connection with any condemnation for public use of or injury to said property or any part thereof is ally or release such monies received by it in the same manner and with the same effect as above provide	s hereby assigned and shall be ded for disposition of proceeds
liver to Associates Financial S	Services Company of Oregon, Inc.	
IN DEFRATE PARCE	INTARA 658 MARIE - ARABADA O PEOTA BARBADA ARABADA	

8. Upon any default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, 8. Upon any detault by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property of any part of it, and that the entering upon and taking possession of the property shall not ourse or using any default or invalidate any and taking possession of the property shall not ourse or using any default or invalidate any and taking possession of the property shall not ourse or using any default or invalidate any and taking possession of the property. without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

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9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately 9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its ordinate trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its ordinate of default and its election to sall the said described real execute to said the said described real execute to said the said the said described real execute to said the sa or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms 10. It after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law. manner provided by law.

of the trust deed and the obligation secured thereby, the granton of outer person making the terms of the obligations as permitted by law. 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default.

12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale. Grantor will pay these fees upon demand.

13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the other trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee 14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee, appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon trustee herein paged or appointed because.

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 any trustee herein named or appointed hereunder. and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. THIS INSTRUMENT DUES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary benefit of an absolute for the parties of the note section of the parties of the parties of the note section of the parties of the parties of the note section of the parties of the parties of the note section of the parties of the pa

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