THE RESERVE OF THE PARTY OF THE

DEED OF TRUST AND ASSIGNMENT OF RENTS 52924

52924 DEED OF TRUST		URSED AND INTEREST BEGINS	ACCOUNT NUMBER	
October 14, 1992	IF OTHER THAN D	ATE OF THE TRANSACTION 19, 1992	405916	
BENEFICIARY TRANSAMERICA FINANCIAL SERVICES	GRANTOR(S)	: dore Phillip Ro	oller	
ADDRESS: 1070 NW Bond St. Ste.204	(2) Anne	Ludell Roller		
CITY: Bend, OR 97701	ADDRESS:	P.O.Box 853		
NAME OF TRUSTEE: Aspen Title & Escrow	CITY:	Merrill, OR 9		

THIS DEED OF TRUST SECURES FUTURE ADVANCES

3/.099.4/	ndersigned Grantor(s) (all, if more than one), for the p	11100 0001011110	of a Promissory No , conveys and warra	te of even date Ints to Trustee in	in the principal surr trust, with power o
cale, the following described	d property situated in the State of Oregon, County of	Klamath	·		
PARCEL 1: Lots 19, 20	and 21, Block 53, MALIN,	in the county of	E Klamath,	State (of Oregon
	: , BURKE PLACE, a replat o he city of Merrill, Count		feet of Lo tate of Or	ot 55, Mi regon.	ERRILL
The final maturity date of t	the Promissory Note is October 14, and improvements now or hereafter exceeds thereon and improvements now or hereafter exceeds the promise of	and heating, lighting, plumbing, g	gas, electric, ventilat usehold goods" as th	ing, refrigerating te term is defined	and air-conditioning in the Federal Trac

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, retrigerating and air-conditioning equipment used in connection therewith (but not including any apparatus, equipment or articles that constitute "household goods" as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444) as now or hereafter amended), all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property above described, all of which are referred to hereinafter as the "Premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of the Premises, reserving the right to collect and use the same with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon the Premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the orincipal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the above mentioned Promissory Note executed by Grantor in favor of Beneficiary, reference to which is hereby made, rate in accordance with the terms and conditions of the above mentioned Promissory Note executed by Grantor in favor of Beneficiary, reference to which is hereby made, until paid in full at or before maturity, or as extended or rescheduled; (3) Payment of any additional amounts, with interest thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor or to third parties, with interest thereon at the agreed rate, where any such advances are made payment of any money that may be advanced by Beneficiary to Grantor or to third parties, with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenants of this Deed of Trust.

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against the Premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by Grantor(s).

SECOND: To the payment of the interest due on said Agreement.

THIRD: To the payment of principal.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To keep the Premises insured in Beneficiary's favor against fire and such other casualties as Beneficiary may specify, up to the full value of all improvements, for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with. Beneficiary and that loss proceeds (less expenses of as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with. Beneficiary and that loss proceeds (less expenses of seven seep the policies therefor, properly endorsed, on deposit with. Beneficiary and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such application by Beneficiary collection) shall, at Beneficiary's policies, then in force shall pass to the purchaser at the foreclosure sale; (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages and assessments that may accrue shall pass to the purchaser at the foreclosure sale; (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages and assessments that may accrue shall pass to the purchaser at the foreclosure sale; (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages and assessments that may accrue shall pass to the purchaser at the foreclosure sale; (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages and assessments that may accrue shall present the sale of the proper office shall present the sale of the proper office shall receip to the proper office shall receip to the proper prometry and the proper proper described premises senents; (3) In the evalidity the restoration of the sale premises shall release, in the validity thereof; and (5) such dis

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fall or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the Premises by Grantor(s), or should any action or proceeding be filed upon default in the performance of any agreement hereunder, or upon sale or other disposition of the Premises by Grantor(s) to Beneficiary under this Deed of Trustor under the Promissory In any court to enforce any lien on, claim against or interest in the Premises, then all sums owing by Grantor(s) to Beneficiary or assignee, or any other person who may Note secured hereby shall immediately become due and payable at the option of Beneficiary on the application of Beneficiary or assignee, or any other person who may Note secured hereby shall immediately become due and payable at the option of Beneficiary may exercise all remedies at law and in equity including, but not limited to, the following: be entitled to the monies due thereon. In the event of such default, Beneficiary may exercise all remedies at law and in equity including, but not limited to, the following: be entitled to the monies due thereon. In the event of such default, Beneficiary may exercise all remedies at law and in equity including, but not limited to, the following: be entitled to the monies due thereon. In the event of such default, Beneficiary may exercise all remedies at law and in equity including, but not limited to, the following: (a) waiving the collateral and enforce the Promissory Note; (b) foreclosing this trust deed judically; or (c) executing or causing the Trustee to execute a written Notice of (a) waiving the collateral and enforce the Promissory Note; (b) foreclosing this trust deed judically; or (c) executing or causing the Trustee to execute a written Notice of (a) waiving the collateral and enforce the Promissory Note; (b) foreclosing the Trustee to execute a written Note of the Promissory Note and

- (2) Grantor(s) agrees to surrender possession of the Premises to the Purchaser as provided by law.
- (3) Beneficiary may appoint a successor Trustee at any time by filing for recording in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof thereof made, in the manner provided by law.
- (4) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Grantor(s) the Premises according to law.
- (5) Should the Premises or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, likeluding accrued interest, of the obligation secured by this Deed of Trust.

		A FINANCIAL SERVICES 1070 NW	Bond St.Ste.204,	Bend, OR 97701
AFTER RECORDING I	RETURN TO TRANSAMERIC	A FINANCIAL SERVICES	Address	
AFTEN NEOCHERO				

(6) Should Grantor sell, convey transfer or dispose of the Premises, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

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(7) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the helits, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as clural where appropriate. Any Grantor who co-signs this Deed of Trust but does not execute the Promissory Note: (a) is co-signing this Deed of Trust only to grant and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor or signer of the Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Promissory Note without that Grantor's consent.

(9) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(10) Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fees ("Costs") incurred by Beneficiary in protecting or enforcing the lien of this Deed of Trust whether or not suit or action is actually commenced. Costs include, without limitations, recording fees, cost of title and lien searches, surveys and attorney's fees in negotiations, arbitrations, trials, administrative proceedings, condemnation proceedings, bankruptcy proceedings and any appeals from any of them. Enforcing the lien of the Deed of Trust includes without limitation conveyances in lieu of foreclosure, actions on the Promissory Note, foreclosure actions, receivership actions and post-

(12) The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address herein before set forth.

(13) The terms Deed of Trust and Trust Deed are interchangeable.

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atrument was acknowledged before me on the 14th	day of October, 1992 X99X by Theodore
illip Roller and Anne Ludell Rol	ller. OFFICIAL SEAL
Before Me: Jan J. Donora. Notary Public for Oregon	HOTERY PUBLIC OREGIN COMMUNICATION 011638 My Commission Expires: HEATTH 2013 DEL 17, 1985
Notary Public for Oregon	(CONTROL DE SOURCE DE SOUR
e undersigned is the legal owner and noider of all indebtedness sec prequested, on payment to you of any sums owing to you under the	cured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, an e terms of said Deed of Trust, to cancel all evidences of Indebtedness, secured by said
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2			z	t certify that the within instrument received for record on the 27th 0ct 19 92 3:20 o'clock P.m., and recorded in on page 25255 Record of Mortgage of	Witness my hand and seal of County affixed Evelyn Biehn	Clerk
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