NL FOR BLOCK	92 DEC   PM 3 18 <u>COTVRIGHT DES</u> STEVENSLIESE LAW CHELISHING CO., FORTLAND, OF FUR
<b>54611</b>	TRUST DEED Volmas Page 28421
THIC TOUCT DEPART OF THE	
IAN R. SIMPSON & ESLIE A. SIMP	63 day of November , 19.92 , between
MOUNTAIN TITLE COM	PANY OF KLAMATH COUNTY , as Granton Or the survivor thereof
HOWARD WHITE & ROCHELLE WHITE	or the survivor thereof
	with NESS Days
Grantor irrevocably grants, barg	Bitts, sells and conveys to trusten in terret with
KLAMATH County,	Oregon, described as:
Lot 20 in Block 7 of W	RACT NO. 1140, LYNNEWCOD FIRST ADDITION, according
to the official plat th	hereof on file in the office of the County Clerk of
Klamath County, Oregon	town the second s
ogether with all and singular the tenements, he	ereditements and appurtenances and all other rights thereunto belonging or in anywise now and profits thereof and all figures now or hereoften stind to belonging or in anywise now
ne property.	in connection with
FOR THE PURPOSE OF SECURING	PERFORMANCE of each agreement of grantor herein contained and payment of the sun UNDRED AND NO / 100ths*****
ete of even date herewith, payable to benetic	ciary or order and made by grantor, the tinal payment of principal and interest hereof, in
ot sooner paid, to be due and payable per t	terms of note to
The date of maturity of the debt secure	d by this instrument is the date, stated above, on which the final installment of the pot
DIG. CONVEVED Basianad or pliamping by the sec	any many part motool, of any interest inerest is sold adveed to be
ecome immediately due and navehie	shall be the maturity cutes expressed therein, or herein shall
10 Elolect the security of this trant deal	I damadaa adaa
rovenient thereon; not to commit or permit an	, grantor agrees: he property in good condition and repair; not to remove or demolish any building or im- ny waste of the property.
2. To complete or restore promptly and emaged or destroyed thereon, and pay when d	in good and habitable condition any building or improvement which may be constructed
3. To comply with all laws ordinances	
pay for tiling same in the proper public off.	ion or officer and the officer of the official code as the beneficiary may require and
cencies as may be deemed desirable by the ba	we fining officers or searching
amage by fire and such other hazards as the	ain insurance on the buildings now or hereafter erected on the property against loss or beneficiary may from time to time require, in an amount not less than build insurab, iary, with loss payable to the latter of require, in an amount not less than build insurab.
ritten in companies acceptable to the benefic	the state require, in an amount nor less than with this ut all
way as soon as insured; if the grantor shall is	it for any use to the latter, an policies of insurance shall be delivered to the hene-
t least fifteen days prior to the expiration of a	il for any reason to procure any such insurance and to deliver the policies to the beneficiary
t least fifteen days prior to the expiration of a fire the same at grantor's expense. The amoun any indebtedness secured berehv and in such as	all for any reason to procure any such insurance and to deliver the policies to the bene- any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro- t collected under any fire or other insurance policy may be applied by beneficiary upon
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<ul> <li>least filteen days prior to the expiration of a tree the same at grantor's expense. The amoun, prindebtedness secured hereby and in such ord any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor of any part thereof, may be released to grantor, either or other charges payable by grantor, either ent, beneticiary may, at its option, make pa cured hereby, together with the obligations doe debt secured by this trust deed, without waith interest as aforesaid, the property hereinbound for the payment of the obligation herein the and constitute a breach of this trust deed.</li> <li>6. To pay all costs, fees and expenses of usfee incurred in connection with or in enformed in any suit, action or proceeding in which a pay all costs and expenses, including evidence on this paragraph 7 in all cases shall the trait any portion or all on its mutually agreed that:</li> <li>8. In the event that any portion or all on its result be that court, grantor further agrees to pay succompany or savings and lean association author its mutually agreed that:</li> <li>8. In the event ORS 696.505 to 696.585.</li> </ul>	ill for any reason to procure any such insurance and to deliver the policies to the beneficiary any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro- ter as beneficiary may determine, or at option of beneficiary the entire amount so collected, uch notice. Such application or release shall not cure or waive any delault or notice of default here- truction liens and to pay all taxes, assessments and other charges that may be levied or iny part of such taxes, assessments and other charges become past due or delinquent and the relevance payment of any taxes, assessments and other charges that may be levied or my part of such taxes, assessments and other charges become past due or delinquent truction liens and to pay all taxes, assessments and other charges that may be levied or my part of such taxes, assessments and other charges become past due or delinquent to b direct payment or by providing beneticiary with funds with which to make such pay- payment thereof, and the amount so paid, with informats with which to make such pay- tescribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of twer of any rights arising from breach of any of the covenants hereof and for such payments, before described, as well as the grantor, shall be biumediately due and payable without notice, an of the beneficiary, render all sums secured by this trust deed immediately due and pay- this trust including the cost of title search as well as the other costs and expenses of the cing this obligation and trustee's and attorney's fees actually incurred. The property shall be taken under the right of eminent domain or condennation, bene- require that all or any portion of the monies payable as compensation for such taking, hersunder must be either an atterney, who is an active momber of the Oregon State Bor, e bank, itaking, hersunder the lawes of Oregon or the United States, a title insurance company autho- subidiaries, efiliaties, agents or branches, the U
Least filteen days prior to the expiration of a tre the same at grantor's expense. The amoun y indebtedness secured hereby and in such orce any part thereof, may be released to grantor there or invalidate any act done pursuant to su 5. To keep the property free from consis- sessed upon or against the property before a comptly deliver receipts therefor to beneficiar ans or other charges payable by grantor, eithered ent, beneficiary may, at its option, make pa- cured hereby, together with the obligations du- e debt secured by this trust deed, without wai ith interest as aloresaid, the property hereinbid d the nonpayment thereoi shall, at the option le and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of usfee incurred in connection with or in enford to any suit, action or proceeding in which a pay all costs and expenses, including evidence intial court, grantor further agrees to pay suc- ruey's fees on such appeal. It is mutually agreed that: 8. In the event that any portion or all o iary shall have the right, if it so elects, to r DE: The Trust Deed Act provides thut the trustee at company or savings and lean association authori at the next the real property of this state, its and licensed under ORS 696.505 to 696.585. TRUST DEED AN R. SIMPSON and LESLIE A. S 6509 JERSEY STREET RANADA HILLS, CA 91344-5242	and point of the links and point of all point of a plant of plant of a plant of
<ul> <li>least filteen days prior to the expiration of a tree the same at grantor's expense. The amoun printebedness secured hereby and in such ord any part thereof, may be released to grantor any part thereof, may be released to grantor other or invalidate any act done pursuant to as 5. To keep the property free from consistents of the property before a comptly deliver receipts therefor to beneficiar and or other charges payable by grantor, eithere ent, beneficiary may, at its option, make pa cured hereby, together with the obligations de debt secured by this trust deed, without wai ith interest as aloresaid, the property hereinbud the nonpayment thereoi shall, at the option be and constitute a breach of this trust deed.</li> <li>6. To pay all costs, fees and expenses of use incurred in connection with or in enform 7. To appear in and defend any action of any suit, action or proceeding in which s pay all costs and expenses, including evidence intime in this paragraph 7 in all cases shall e trial court, grantor further agrees to pay succertery shall have the right, if it so elects, to rest computer y or savings and lean association author is ant licensed under ORS 696.505 to 696.585.</li> <li>TRUST DEED</li> <li>AN R. SIMPSON and LESLIE A. S 6509 JERSEY STREET</li> <li>RANADA HILLS, CA 91344-5242</li> <li>OWARD WHITE and ROCHELLE WHIT</li> </ul>	iii for any reason to procure any such insurance and to deliver the policies to the beneficiary may policy of insurance now or hereafter placed on the buildings, the beneficiary may pro- it collected under any fire or other insurance policy may be applied by beneficiary upon der as beneficiary may determine, or at option of beneficiary the entire amount so collected, such application or release shall not cure or waive any default or notice of default here- truction liens and to pay all fazes, assessments and other charges that may be levied or my part of such taxes, assessments and other charges become past due or delinquent and y; should the grantor fail to make payment of any taxes, assessments, insurance premiums, r by direct payment or by providing beneficiary with funds with which to make such pay- syment thereof, and the amount so paid, with interest at the rate set forth in the note escribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of before described, as well as the grantor, shall be bound to the same extent that they sre n described, and all such payments shall be immediately due and payable without notice, n of the beneficiary, render all sums secured by this trust deed immediately due and payable r proceeding purporting to alifect the security rights or powers of beneficiary or trustee; and the beneficiary or trustee's and attorney's fees actually incurred. r proceeding purporting to alifect the security rights or powers of beneficiary or trustee; the beneficiary or trustee may appear, including any suit for the foreelosure of this deed, e of title and the baneficiary's or trustee's attorney's fees; the amount of attorney's fees; the amount of attorney's fees; be fired by the trial court and in the event of an appeal from any judgment of access of ch sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at- be fue property shall be taken under the right of eminent domain or condenunation, bene- require
<ul> <li>least filteen days prior to the expiration of a tree the same at grantor's expense. The amoun printebedness secured hereby and in such ord any part thereof, may be released to grantor other or invalidate any act done pursuant to at 5. To keep the property free from consistents of the property before a comptly deliver receipts therefor to beneficiar and or other charges payable by grantor, either ent, beneficiary may, at its option, make pa cured hereby, together with the obligations de e debt secured by this trust deed, without wai ith interest as aloresaid, the property herein bond for the payment of the obligation herein de the nonpayment thereoi shall, at the option of a and constitute a breach of this trust deed.</li> <li>6. To pay all costs, fees and expenses of use incurred in connection with or in enform 7. To appear in and defend any action of any suit, action or proceeding in which s pay all costs and expenses, including evidence introl in this paragraph 7 in all cases shall e trial court, grantor further agrees to pay succentry's fees on such appeal.</li> <li>It is mutually agreed that: <ul> <li>8. In the event that any portion or all o tiary shall have the right, if it so elects, to refer the first order of \$269.505 to 696.585.</li> </ul> </li> <li>TRUST DEED AN R. SIMPSON and LESLIE A. So 6509 JERSEY STREET RANADA HILLS, CA 91344-5242 Grunter OWARD WHITE and ROCHEILE WHIT 50 VALLEY VISTA</li></ul>	iii for any reason to procure any such insurance and to deliver the policies to the beneficiary may policy of insurance now or hereafter placed on the buildings, the beneficiary may pro- it collected under any fire or other insurance policy may be applied by beneficiary upon der as beneficiary may determine, or at option of beneficiary the entire amount so collected, such application or release shall not cure or waive any delault or notice of delault here- truction liens and to pay all taxes, assessments and other charges that may be levied or my part of such taxes, assessments and other charges become past due or delinquent and y; should the grantor fail to make payment of any taxes, assessments, insurance premiums, r by direct payment or by providing beneficiary with funds with which to make such pay- escribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of before described, as well as the grantor, shall be bound to the same extent that they sre n described, and all such payments shall be immediately due and payable without notice, n of the beneficiary, render all sums secured by this trust deed immediately due and payable or proceeding purporting to alifect the security rights or powers of beneficiary or trusteers and the beneficiary, render all sums secured by this trust deed immediately due and pay- this trust including the cost of titls search as well as the other costs and expenses of the or proceeding purporting to alifect the security rights or powers of beneficiary or trustees ato and the baneficiary or trustee's and attorney's fees; the amount of attorney's fees be fired by the trial court and in the event of an appeal from any judgment of access of ch sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at- be fue property shall be taken under the right of eminent domain or condenunation, bene- require that all or any portion of the monies payable as compensation for such taking, bestonder must be either
<ul> <li>least filteen days prior to the expiration of a tree the same at grantor's expense. The amoun printebedness secured hereby and in such ord any part thereof, may be released to grantor any part thereof, may be released to grantor other or invalidate any act done pursuant to subsessed upon or against the property bree trom consists.</li> <li>S. To keep the property free trom consists.</li> <li>S. To keep the property before a comptly deliver receipts therefor to beneficiar part of the receipts therefor to beneficiar part of the receipts therefor to beneficiary may, at its option, make part thereof, beneficiary may, at its option, make part delet secured by this trust deed, without wait in interest as aforesaid, the property hereinbound for the payment of the obligation herein the debt secured in connection with or in enformed the nonpayment thereoi shall, at the option of a any suit, action or proceeding in which is pay all costs and expenses, including evidence entioned in this paragraph 7 in all cases shall be trial court, grantor further agrees to pay succentry's fees on such appeal. It is mutually agreed that:         <ul> <li>8. In the event that any portion or all o biary shall have the right, if it so elects, to reprive that here of \$696.505 to 696.585.</li> <li>TRUST DEED</li> </ul> </li> <li>AN R. SIMPSON and LESLIE A. S. 6509 JERSEY STREET</li> <li>RANADA HILLS, CA 91344-5242</li> <li>Gruntor</li> <li>MARTILLO, CA 93010</li> </ul>	any policy of insurance needs of the policies shall be delivered to the beneficiary any policy of insurance needs of the buildings, the beneficiary may produced under any fire or other insurance policy may be applied by beneficiary may produce as beneficiary may determine, or at option of beneficiary the entire amount so collected, use notice.         Such application or release shall not cure or waive any delault or notice of default here-truction liens and to pay all taxes, assessments and other charges become past due or delinquent and ry; should the granter fail to make payment of any taxes, assessments, insurance premiums, r by direct payment of by providing beneficiary with funds with which to make such pay-ymmnt thereof, and the amount so paid, with interest at the rate set forth in the note secribed, and all such payments shall be bound to the same extent that they are n described, and all such payments shall be immediately due and payable without notice, and the beneficiary or trustee's and attruster's less actually incurred.         This trust including the cost of tills search as well as the other costs and expenses of the cong payment of any trustee statumery incurred.         r proceeding purporting to allect the security rights or powers of beneficiary or trustee: a the beneficiary is or this deed, by the trust or detawalt may be are of the some statumery or described, and all such payments, including any subt any pay and payable without notice, the beneficiary or trustee's and attorney's less the amount of attorney's test of the some of the some apart of the beneficiary or trustee's and attorney's less actually incurred.         this trust including the cost of tills search as well as the other costs and expenses of the cong pay the strust or the foreelosure of this deed, the beneficiary or trustee's attorney's test, the amount of attorney's test of the sortend or
t least filteen days prior to the expiration of a tre the same at grantor's expense. The amoun, ny indebtedness secured hereby and in such ord any part thereof, may be released to grantor nder or invalidate any act done pursuant to su 5. To keep the property free from consu- sessed upon or against the property before a comptly deliver receipts therefor to beneficiar ens or other charges payable by grantor, eithen ent, beneficiary may, at its option, make pa cured hereby, together with the obligations du- te debt secured by this trust deed, without wai ith interest as aloresaid, the property hereinb and the nonpayment thereoi shall, at the option be and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of use in any suit, action or proceeding in which si pay all costs and expense, including evidence retrial court, grantor further agrees to pay suc- tion of this paragraph 7 in all cases shall e trial court, grantor further agrees to pay suc- tion 's fees on such appeal. It is mutually agreed that: 8. In the event that any portion or all o ciary shall have the right, if it so elects, to r DE: The Trust Doed Act provides thut the trustee at compuny or savings and lean association author end to insure title to real property of this state, its ent licensed under ORS 696.505 to 696.585. TRUST DEED AN R. SIMPSON and LESLIE A. S 6509 JERSEY STREET FRANADA HTILS, CA 91344-5242 Gruntor WARD WHITE and ROCHEILE WHIT 50 VALLEY VISTA	any reason to procure any such insurfaces of insurfaces shall be delivered to the beneficiary any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro- der as beneficiary may determine, or at option of beneficiary the entire smount so collected, - Such application or release shall not cure or waive any default or notice of default here- truction liens and to pay all taxes, assessments and other charges become past due or definquent and y; should the granter fail to make payment of any taxes, assessments, insurance premiums, iby direct payment or by providing beneficiary with funds with which to make such pay- ymant thereof, and the amount so paid, with inforest at the rate set forth in the not escribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of any rights arising from breach of any of the covenants hereof and for such payments, not the beneficiary, render all sums secured by this trust deed immediately due and payable without notice, an of the beneficiary, render all sums secured by this trust deed immediately due and payable without notice. In proceeding purporting to affect the security rights or powers of beneficiary or trustee: be fittle and the beneficiary and trustee's and atorney's fees a be fittle and the beneficiary or trustee's atorney's lees it the amount of attorney's be fittle and the beneficiary or trustee's atorney's lees it he amount of attorney's lees be fittle and the beneficiary any appear, including any suit for the forelosure of this deed be fittle and the beneficiary's or trustee's atorney's dees it he amount of attorney's lees be fittle and the beneficiary's or trustee's atorney's dees atorney's dees be fittle and the beneficiary's or trustee's atorney's dees be fittle and the beneficiary's or trustee's angles as compensation for such taking. herework that all or any portion of the monies payable as compensation for such taking. herequire that all or any portion of the monies payable as c
<ul> <li>least filteen days prior to the expiration of a tree the same at grantor's expense. The amoun printebedness secured hereby and in such ord any part thereof, may be released to grantor other or invalidate any act done pursuant to su 5. To keep the property free from consistents of the property before a comptly deliver receipts therefor to beneficiar end or other charges payable by grantor, eitherend, beneficiary may, at its option, make pa cured hereby, together with the obligations de e debt secured by this trust deed, without wai ith interest as aforesaid, the property hereinb bund for the payment of the obligation herein de nonpayment thereof shall, at the option of a and constitute a breach of this trust deed.</li> <li>6. To pay all costs, fees and expenses of use incurred in connection with or in enform 7. To appear in and defend any action of any suit, action or proceeding in which is pay all costs and expenses, including evidence intimed in this paragraph 7 in all cases shall e trial court, grantor further agrees to pay succertify shall have the right, if it so elects, to restrict the rust Deed Act provides that the trustee st company or savings and lean association author of insure tills to real property of this state, in ant licensed under ORS 696.505 to 696.585.</li> <li>AN R. SIMPSON and LESLIE A. S. 6509 JERSEY STREET</li> <li>RANADA HILLS, CA 91344-5242</li> <li>Gruntor</li> <li>GWARD WHITE and ROCHELLE WHITE 50 VALLEY VISTA</li> <li>AMARILLO, CA 93010</li> </ul>	and pointing and pointing and pointing of the deliver of the policies to the beneficiary and policy of insurance new or hereatter placed on the buildings, the beneficiary may produced under any file or other insurance policy may be applied by beneficiary upon der as beneficiary may determine, or at option of beneficiary the entire amount so collected.         Such application or release shell not cure or waive any default or notice of detault here- uch notice.         viruction liens and to pay all taxes, assessments and other charges become past due or delinquent and y; should the granter fail to make payment of any taxes, assessments, insurance premiums, r by direct payment or by providing beneficiary with fundes with which to make such pay- escribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of ver of any rights arising from breach of any of the covenants hereof and the annount so paid, with inforest at the rate set forth in the note escribed, and all such payments shall be bound to the same extent that they see n described, and all such payments shall be bound to the same extent that they see n described, and all such payments shall be bound to the same extent that they see n proceeding purporting to affect the security rights or powers of beneficiary or trustees in proceeding purporting to affect the security rights or powers of beneficiary or trustees e of this obligation and fructee's and attorney's lees actually incurred.         SIMPSON       STATE OF OREGON, <ul> <li>STATE OF OREGON,             <ul> <li>State appliate court shall adjudge reasonable as the beneficiary's or trustee's at-</li></ul></li></ul>
t least filteen days prior to the expiration of a tre the same at grantor's expense. The amoun ny indebtedness secured hereby and in such ord any part thereof, may be released to grantor nder or invalidate any act done pursuant to su 5. To keep the property free from consi- sessed upon or against the property before a romptly deliver receipts therefor to beneficiar ent, beneficiary may, at its option, make pa cured hereby, together with the obligations do the debt secured by this trust deed, without wai- ith interest as aforesaid, the property hereinb- bund for the payment of the obligation herein af the nonpayment thereof shall, at the option of and constitute a breach of this trust deed. 6. To pay all costs, fees and expenses of ustee incurred in connection with or in enform- tent, beneficiary may are expenses, including evidence entioned in this paragraph 7 in all cases shall to the nonpayment thereof shall, at the option of an any suit, action or proceeding in which is pay all costs and expenses, including evidence entioned in this paragraph 7 in all cases shall to trais mutually agreed that: 8. In the event that any portion or all o tary shall have the right, if it so elects, to r DTE: The Trust Deed Act provides thut the trustee st compuny or savings and lean association authori ed to insure tills to real property of this state, in ant licensed under ORS 696.505 to 696.535. TRUST DEED AN R. SIMPSON and LESLIE A. S 6509 JERSEY STREET FRANADA HILLS, CA 91344-5242 Grunter OVARD WHITE and ROCHELLE WHITT 50 VALLEY VISTA AMARTILLO, CA 93010 Banelicary CUNTINET TIME CONTENT:	any reason to procure any such insurfaces of insurfaces shall be delivered to the beneficiary any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro- der as beneficiary may determine, or at option of beneficiary the entire smount so collected, - Such application or release shall not cure or waive any default or notice of default here- truction liens and to pay all taxes, assessments and other charges become past due or definquent and y; should the granter fail to make payment of any taxes, assessments, insurance premiums, iby direct payment or by providing beneficiary with funds with which to make such pay- ymant thereof, and the amount so paid, with inforest at the rate set forth in the not escribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of any rights arising from breach of any of the covenants hereof and for such payments, not the beneficiary, render all sums secured by this trust deed immediately due and payable without notice, an of the beneficiary, render all sums secured by this trust deed immediately due and payable without notice. In proceeding purporting to affect the security rights or powers of beneficiary or trustee: be fittle and the beneficiary and trustee's and atorney's fees a be fittle and the beneficiary or trustee's atorney's lees it the amount of attorney's be fittle and the beneficiary or trustee's atorney's lees it he amount of attorney's lees be fittle and the beneficiary any appear, including any suit for the forelosure of this deed be fittle and the beneficiary's or trustee's atorney's dees it he amount of attorney's lees be fittle and the beneficiary's or trustee's atorney's dees atorney's dees be fittle and the beneficiary's or trustee's atorney's dees be fittle and the beneficiary's or trustee's angles as compensation for such taking. herework that all or any portion of the monies payable as compensation for such taking. herequire that all or any portion of the monies payable as c
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t least lifteen days prior to the expiration of a thre the same at grantor's expense. The amoun ny indebtedness secured hereby and in such ord r any part thereof, may be released to grantor nder or invalidate any act done pursuant to su 5. To keep the property free from consi- sessed upon or against the property before a romptly deliver receipts therefor to beneficiar ent, beneficiary may, at its option, make pa cured hereby, together with the obligations du- te debt secured by this trust deed, without wai- ith interest as aforesaid, the property hereinb- bund for the payment of the obligation herein- dustee incurred in connection with or in enform- to appear in and defend any action on 7. To appear in and defend any action on dustee incurred in connection with or in enform- pay all costs, fees and expenses of ustee incurred in a propense, including evidence entioned in this paragraph 7 in all cases shall e trial court, grantor further agrees to pay suc- truey's fees on such appeal. It is mutually agreed that: 8. In the event that any portion or all on the ony or savings and lean association authori- ed to insure tills to real property of this state, its entioned under ORS 696.505 to 696.585. TRUST DEED CAN R. SIMPSON and LESLIE A. S 6509 JERSEY STREET RANADA HILLS, CA 91344-5242 Gruntor KOWARD WHITE and ROCHELLE WHIT 50 VALLEY VISTA ZMARILLO, CA 93010	and pointing and pointing and pointing of the deliver of the policies to the beneficiary and policy of insurance new or hereatter placed on the buildings, the beneficiary may produced under any file or other insurance policy may be applied by beneficiary upon der as beneficiary may determine, or at option of beneficiary the entire amount so collected.         Such application or release shell not cure or waive any default or notice of detault here- uch notice.         viruction liens and to pay all taxes, assessments and other charges become past due or delinquent and y; should the granter fail to make payment of any taxes, assessments, insurance premiums, r by direct payment or by providing beneficiary with fundes with which to make such pay- escribed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of ver of any rights arising from breach of any of the covenants hereof and the annount so paid, with inforest at the rate set forth in the note escribed, and all such payments shall be bound to the same extent that they see n described, and all such payments shall be bound to the same extent that they see n described, and all such payments shall be bound to the same extent that they see n proceeding purporting to affect the security rights or powers of beneficiary or trustees in proceeding purporting to affect the security rights or powers of beneficiary or trustees e of this obligation and fructee's and attorney's lees actually incurred.         SIMPSON       STATE OF OREGON, <ul> <li>STATE OF OREGON,             <ul> <li>State appliate court shall adjudge reasonable as the beneficiary's or trustee's at-</li></ul></li></ul>

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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by granter in such proceedings, thall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebted-in such compensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of beneficiary, payment of its iees and presentation of this deed and the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creat-ing any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lies or charge thereof; (d) legally entitled thereto," and the recitals therein of any matters or tacts shall be conclusive proof of the truthfulness thereof. Trustee's 10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver

lees for any of the services mentioned in this paragraph shall be not less than \$5.

 Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any

possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire aloresaid, shall not cure or wave any default or notice of default hereounder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indebtedness secured hereoby or in grantor's performance of any agreement hereounder, time being of the essence with respect to such payment and lor performance, the beneficiary may declare all sums secured hereby immediately trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any default or notice. In the event the beneficiary may declare all sums secured hereby immediately trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any default or notice of default an object to be proceeds to foreclose the property to satisfy the obligation or right or remedy, either at fictary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secure hereby whereupon the trustee shall tix the time and place of sale, give notice thereof as then required by as and proceed in ORS 86.735 to 86.735, may cure the default or defaults. If the default the default and to curred my when due, sums secured by the trust deed in the manner provided in or sufficient or asset, and at any time prior to 5 days before the date the conducts the sale, the grantor or any other person so privileged by ORS 86.73, may cure the default that is capable of being fault to the time default the default m

deed of any matters of fact shall be conclusive proof of the truthfulness thereot. Any person, excluding the trustee, but including the grantor and beneticiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation socured by appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus. 15. Beneficiary may from time to time appoint a successor to successors to any trustee named herein or to any successor trustee appointed to such surplus. 16. Beneficiary may from time to time appoint a successor to the successor trustee, the latter shall be vested with all title, made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto except none

and that the grantor will warrant and forever delend the same against all persons whomsoever.

the grantor will warrant and torever detend 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), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes.

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

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

alie

\* IMPORTANT NOTICE: Deleto, by lining out, whichever worranty (a) or (b) is not applicablo; if warrant? (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 IAN R. SIMPSON LESLIE A. SIMPSON disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

	s not redoried, disragara mis notice.
	STATE OF OREGON, County of
	I IUS INSTRUMENT WAS acknowledged before men and Wassenshing Co
	by IAN R. SIMPSON and LESLIE A. SIMPSON
	This inches and this bath As SIMPSON
	This instrument was acknowledged before me on November 9, 1992, 19,
	by
	as
	of
	A
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	SYLVIA MARKS EL Californi
	Californi
	LOS ANGELES COUNTY My commission avairage
	My COMM. EXP. JUNE 5, 1994

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_ Mountain Title co A.D., 19 92 at 3:18 o'clock P.M., and duly recorded in Vol. \_ Of . day <u>M92</u> of \_\_ Mortgages \_\_\_\_\_ on Fage \_\_\_\_\_\_ 28421\_ Evelyn Biehn - County Clerk FEE \$15.00 By Dauline Mullinders

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