	T	RUST	DEED	)			
THE TRUET DEED, made this		16th				day of Augu	st <u>19</u> 93
THIS TRUST DEED, made this Detween Irvin L. Leach and	Arla K.	Leach,	Husba	nd and			as Grantor.
KLAMATH COUNTY TIT							as Trustee, and
				and the register and the state of the			
Associates Financial Services Company of Oregon	i, inc., as benefic		errii.				
Grantor irrevocably grants, bargains, sells and co	muave to tractee i	WITNES:		the propert	v in		•
			JWCI OI SAIC.	the propert	,		
KLAMATH Cou	inty, Oregon, desc	cribed as:					
Lot 7 in Block 13 of Fi according to the offici the County Clerk of Kla	ial plat	thereof	on ti	eadows le in	s, Tract the off	1071, ice of	٠.
which real property is not currently used for agric and all other rights thereunto belonging or in anyw with said real estate:  For the purpose of securing: (1) Payment of the	vise now appertain	ing, and the ren	ts, issues and	pronts there	gos and an axtur	es now attached to	of used in connection
			1 7	and of Dove	names of \$ 23	3047.08	payable in B4
payable to the order of beneficiary at all times, in monthly installments: $84$ at $$2$ s, with an Annual Percei	74.37	followed b	, Ø	at S_	Ø	followed by	Ø at
in monthly installments: at 5	ntage Pate of 2	4.00 %	vith a princi	nal balance o	of \$11467.	. 92 and an	y extensions thereof:
(2) performance of each agreement of grantor her	mage Rate of	norment of all	come expend	ed or advance	ed by beneficiar	v under or pursuan	t to the terms hereof,
together with interest thereon as herein provided.		payment of an	sums expend	ed of advanc	ed by tenemen.	,	
The agreed rate of interest is (check applicable b							
<ul> <li>XX 22.80% per year on unpaid principal beand 24% per year on that of the unpaid principal beand 24% per year on that part of the unpaid principal beand 24% per year on that part of the unpaid principal beautiful principal beautiful</li></ul>	alance of \$500 or I	ess; 30% per ye ch is more thar	ear on that pa 1 \$1,000.	rt of the unpa	aid principa! bala	ince over \$500 and i	not exceeding \$1,000.
To protect the security of this trust deed, gra	antor agrees:						
<ol> <li>To keep said property in good condition an like manner any building which may be constructe to comply with all laws affecting said property or suffer or permit any act upon said property in vie the specific enumerations herein not excluding the</li> </ol>	ed, damaged or destriction of law; and alter olation of law; and general.	troyed thereon a rations or impro d do all other a	and to pay with the properties which from the properties which is the properties which from the properties which is the properties	en due all ca e made there m the charac	on; not to comm ter or use of sai	it or permit waste the did property may be	nereof; not to commit, reasonably necessary;
2. To provide, maintain and deliver to benefic collected under any fire or other insurance policy or at option of beneficiary the entire amount so connotice of default hereunder or invalidate any	may be applied by ollected or any par	t thereof may be	on any indebt e released to	enness secur	eu nereov and m	Such Office as ocher	icitally may devermine
3. To pay all costs, fees and expenses of this or enforcing this obligation, and trustee's and at	s trust including the torney's fees actu	e cost of title so ally incurred as	earch as well permitted by	as other cos	ts and expenses	of the trustee incur	red in connection with
<ol> <li>To appear in and defend any action or pro- and expenses, including costs of evidence of title or trustee may appear.</li> </ol>	sceeding purporting and attorney's fo	g to affect the s es in a reasonal	ecurity herecole sum as pe	f or the righ rmitted by la	ts or powers of law, in any such	beneficiary or truste action or proceedin	e; and to pay all costs in which beneficiary
5. To pay at least ten (10) days prior to del interest on the property or any part thereof that	at any time appea	ir to be prior of	r superior ne	reto.			
6. If grantor fails to perform any of the abodo so and without notice to or demand on grant manner and to such extent as beneficiary may define property; commence, appear in or defend any contest or compromise any encumbrance, charge beneficiary may incur any liability, expend whate and pay his reasonable fees. Grantor covenants to of expenditure at the agreed rate shown above to the content of the covenants.	or and without relieem necessary to pay action or proceed or lien, which in the ereay immediate or repay immediate.	easing grantor if protect the secu- ding purporting he judgment of absolute discret- ly and without of	rity hereof. I to affect the beneficiary a jon it may de- lemand all su	gation nercu Beneficiary in security here ppears to be j em necessary ms expended	nay, for the purp of or the rights prior or superior therefor includi I hereunder by be	nose of exercising s and powers of bene hereto; and in exer	aid powers, enter onto ficiary; pay, purchase cising any such power of title, employ counse
It is mutually agreed that:							
<ol> <li>Any award of damages in connection wi paid to beneficiary who may apply or release su of fire or other insurance.</li> </ol>	th any condemnation of monies receive	ion for public und by it in the sa	se of or inju ame manner	ry to said praind with the	operty or any pa same effect as a	nrt thereof is hereby thove provided for	assigned and shall b disposition of proceed
Deliver to Associates Financial Services Compa 259 BARNETT RD., SUITI	any of Oregon, In E J, MEDF	c. ORD, OR	9750	01			
			ldress)				
AFTI 607649 Rev. 7-92	ER RECORDII	NG RETURN				cial Servic Suite J	es, Inc.

Medford, OR 97501

Attention: Trish Jones

- 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, 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.
- 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 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 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.
- 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 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.
- 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 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 to successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

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 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 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 shall mean the holder and owner, including pledgee, of the note 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.

the context so requires, the masculine gender includes the femini	ine and the neuter	er, and	l the sing	gular n	umber ir	cludes	the plura	1.	_		
IN WITNESS WHEREOF, the grantor has hereunto set his	hand and seal the	7		Por	نب	7.	L	Ja.			
Witness Witness		_	RVXN <u>Ar</u>	la	LEAC	L	Granto  Granto  Granto	<u> </u>		·	
· · · · · · · · · · · · · · · · · · ·		A	RLA	KL	EACH						
STATE OF OREGON	)										
	) SS.	<b>S</b> .									
County of KLAMATH	)										
Personally appeared the above named IRVIN L LEACH	H AND ARL	LA	K LE	ACH	, HU	SBAI	VD A	ND W	IFE		and
acknowledged the foregoing instrument to be	THEER	R				· ·			vo	oluntary ac	et and deed
Before me: hat M B				N.	fy comp	nissian <i>i</i>	expires:		5-23	44	
					,				Note	ary Public	
								•			
STATE OF OREGON: COUNTY OF KLAMATH	I: ss.										
Filed for record at request of	Klamath Co									th M93	day
of A.D., 19 <u>93</u> at	2:24 Mortgag		lock	on Pa	ge	2097	2				•
			Evel	Lyn_	Biehn	· · ·	County	Cler	k <u>دخت</u>	ر في المداعمة	•
FEE \$15.00			Бу	222	<u>Calada</u>	<u> </u>	<u></u>		<u> </u>		
	_										
							neficiars				1
Do not lose or destroy this Trust Deed OR THE NOTE which it	t secures. Both must	st be d	elivered to	o the tru	istee for	cancellat	on before	reconve	yance will	be made.	ŧ