E. 5000413239	10-08-93P02:30 RC K-44909 TRUST DEED Substitution 18 93	<u> മാദ്യ Page 26312</u>
CHARLEST, PITTMAN	EPENTA P PINSAN transmit of conscious for ex-	, as Grantor
TIRST AMERICAN	TITLE TASSIEANCE COMPANY	, as Trustee, and
	TIONS INC. Princes he to entire relating as you be not being the your	as Beneficiary.
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Grantor irrevocably grants, bargain	ns, salls and conveys to trustee in trust, with power of sale, the propa	arte in
oregon		County, Oregon, described st: RRILL, OREGON, according / Clerk of Klamath County,
ments and appurtenences and all other	sed for agricultural, timber or grazing purposes, together with all a r rights thereunto belonging or in anywise now or hereafter appertal er attached to or used in connection with seld real estate:	ind singular the tenements, heredita- ning, and the rents, issues and profits
For the purpose of securing: (1) even date herewith, made by grantor.	Payment of the indebtedness and all other lawful charges avidences payable to the order of beneficiary at all times, in the manner as	d by a Retail Installment Contract of

To protect the sacurity of this trust dead, grantor acress:

pursuant to the terms hereof, together with interest thereon as herein provided.

- To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman-like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.
- 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as 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 default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's attorney's fees actually incurred as permitted by isw.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.
- 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances. charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.
- 6. If grantor falls to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as baneficiary may deam necessary to protect the security hereof. Eane-ficiary may, for the purpose of exercising said power; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgement of beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel end pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiery, together with interest from date of expenditure at a rate of ten percent (10%) per ennum until paid, and the repayment of such sums are secured hereby.

It is mutually screed that:

- 7. Any award of damages in connection with any condomnation for public use of or injury to said property to any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect at above provided for disposition of proceeds of fire or other insurance.
- 8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Dead, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if. prior to the sale or transfer, Bineficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shell be at such rate as Beneficiary shall request.
- 9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and writhout 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
- 10. Upon default by grentor 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 edvertisement and sale. In the latter event the baneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sail the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.
- 11. If after default and prior to the time and date set by trustee for the trustee's sele, 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 obligation as permitted by law.
- 12. Upon any default by granter heraunder, granter shall pay baneficiary for any reasonable atternay's fees incurred by baneficiary consequent to grantor's default.
- 13. After a lawful lapse of time following the recordation of the notice of default and the giving or notice of sale the trustee shall sall 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 warrenty. Any person excluding the trustee may purchase at the rale.

RETURN TO: American Savings Mortgage Corporation 2460 West 26th Avenue, Suite 1650 Denver, CO 80211

Minn the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expense of sale. Including lewful fees of the trustees and the resconsbie fees of trustees attorney, (2) the obligations assured by this trust dead, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust dead as their interest may appear in the order of their priority, and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

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15. 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 hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all stille, powers and duties conferred upon any trustee herein named or appointed hereunder.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatess, dayleses, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the Retail Installment Contract secured hereby, whether

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