K-45889 TRUST DEED

THIS TRUST DI	Michael J Royneld	TRUST DEED		and the second second
between	Michael J Roynold	10		
Cale	Michael J Reynolds and Klamath County Title	l Carmen Reynolds	and the second state of Nove	· · · · · · · · · · · · · · · · · · ·
Associates Financial Se	Prvices Company of Oregon, Inc., as B	L. Comments of the Comments of	Service of the servic	. and Targetter
G	or Oregon, Inc., as B	deneficiary,	Special Section of American	, as Initiated and
Kinment	nts, bargains, sells and conveys to tru	WITNESSETH: stee in trust, with power of sale, the property in described as:		
Kramacn	County, Oregon,	described as:	1 man and a second	
	Lot 10, Block 202 Mill	S 2nd tall.		*
	State of Oregon.	s 2nd Addition to the City o	of Klamath Falls.	
				. *

which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditancents and appurtenances with said real estate:

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a loan agreement of even date herewith, made by granter. payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of Payments of \$ 37582.67 ., with an Annual Percentage Rate of 15.79 %, with a principal balance of \$ 20700.14 and any extensions thereof. followed by 119 at \$_312.87 (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms bereaf-

The agreed rate of interest is (check applicable box):

The agreed rate of interest is tenech applicable body.

3.31 g per year on unpaid principal balances.

36% per year on that of the unpaid principal balance of \$500 or less; 30% per year on that part of the unpaid principal balance which is more than \$1,000.

- 1. 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 workbank demand or destroyed thereon and to pay when due all claims for labor particular to complete the restore promptly and in good and workbank 1. To keep said property in good condition and repair; not to remove or demonst any outding thereon; to complete or restore promptly and in good and workblan 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 of requiring any alterations of improvements to be made thereon; not to commit or retruit waste thereof, not to commit tike mainter any building which may be constructed, damaged or destroyed thereon and to pay when due an claims for labor performed and materials furnished therefore 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 or permit waste thereof. to comply wan an inwa affecting said property or requiring any ancranions or improvements to be made thereon; not to commit or permit waste mercor, 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 trasonably necessary.
- 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 opered under any fire or other incurance college may be applied by beneficiary man any indebtedness secured bereby and in such order as beneficiary may determine 2. To provide, maintain and deriver to beneficiary insurance on the premises satisfactory to the beneficiary and with toss 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 outline of heneficiary the entire amount so collected or any part thereof may be released to granter. Such application or release shall not cure or wayse any detault confected under any tire-or other insurance poincy may be applied by centenciary upon any independences secured natery 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 granter. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice. 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 and attorney's fees actually incurred as permitted by law.
- 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 of evidence of title and attorney's fees in a reasonable sum is permitted by law in any such action or proceeding in which beneficiary 4. To appear in and defend any action or proceeding purporting to affect the security percot or the rights or powers of benchesary or thistic, and to pay an costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum its permitted by law, in any such action or proceeding in which beneficiary
- 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 hens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.
- 6. If grantor fails 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 an administration of the property of the performance of the subject matter of this trust deed, then beneficiary may, but without obligation to an administration of the performance of the subject matter of this trust deed, then beneficiary may, but without obligation to O. It grantor tails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then peneticiary may, but without obligation to 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 beneficiary may deem necessary to protect the security hereof. Reneficiary may for the number of extension said necessary to protect the security hereof. do so and without notice to or demand on grantor and without releasing grantor from any obligation nervinder, personn or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of excressing said powers, once onto manner and to such extent as beneficiary may deem necessary to protect the security nervor. Beneficiary may, for the purpose of excreasing said powers, 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, putchase, charge or lies, which in the indement of beneficiary appears to be prior or support participations. 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 judgment of beneficiary appears to be prior or superior hereto; and in evercising any such powers and now his proposable feet. Complete coverage to repay immediately and without depend all runs available to the prior of the complete countries. orienterary may ment any nature, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at the agreed rate shown above until haid, and the renawment of such sums are secured hereby.
- 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is bereby assigned and shall be 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is bereby assigned and shall be of fire or other insurance.

 Of fire or other insurance. Deliver to Associates Financial Services Company of Oregon, Inc.

259 Barnett Rd Suite J Medford, Or 97501

(Address)

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 one time o, Opon any octaunt of gramon or it an or any part of the property is some or transferred by gramon without reneticiary a consent, the reneticiary 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 processing 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 property.

9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declate all suras secured immediately 9. Open detailst by granter in payment of any independents secured of in ins performance of any agreement, the beneficiary may negate an sums secures importances due and payable. In such event beneficiary at its election may proceed to foreclose this frust deed in equity in the manner provided by law for mortgage forter becomes one and payable. In such event beneficiary at its election may proceed to infection mist used in equity in the manner province by any nonlinear particles 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 to or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute any causa to be recommend written notice of default and its election to sell 6.9 said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed or a

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. If after default and prior to the time and date set by trustee to the trustee's safe, the grantor or other person 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 granton a 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 12. After a tawnin tapse of time following the recordation of the notice of default and the giving of notice of sale that the control of the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covernants of

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 terms. 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 here subsequent to the of the trustee and the reasonable fees of the trustee's autorney, (2) the congations occured by this trust occu, (5) to an persons making recorded near subsequence on the trust deed 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

14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named berein 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 dubes conferred upon

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 ferever 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 here is an about the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whether the holder and owners are the holder and owners.

the context so requires, the masculine gender includes the feminine and the IN WITNESS WHEREOF, the granter has hereunto set his hand and se	erts, tegatees, devisees, administrators, executors, successors and assigns. The term beneficies whether or not named as a beneficiary herein. In construing this deed and where neuter, and the singular number includes the plural.
IN WITNESS WHEREOF, the granter has been been been been been been been bee	Deuter, and the singular number includes the placed. In constraing this deed and when
naile and s	cal the day and year first above written
Witness	20 0 0
Mark a la	Michael J Reynolds Grantor
- JUNES TONES	Grantor Grantor
Witness	
	Carmen Reynolds Grantor
STATE OF OREGON	V ***•
)
	OFFICIAL SEAL
Course (Vionali	
County ofKlamath	S CARRESTO - OREGON
	Mary Characters Town No. 026877
Personally appeared the above named Minimum	AND AND ADDRESS OF THE PARTY OF
Micheal J Reynol	ds and Carmen Revnold
Personally appeared the above namedMicheal J Reynol acknowledged the foregoing instrument to be Their	ACTIOIOS
o de Titeli	
Before me: Millia Mas	voluntary act and deed
Grand Strike	The second that
	My commission expires: White 11 1177
	Senary Public
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
ss.	The state of the s
Filed for record at request of	le Company o'clock P.M., and duly recorded in Vol. M93 on Page 31230
of November A.D. 19 93	le Company
of	o'clock PM and date the 24th
FEE \$15.00	on Page 31230 recorded in Vol. M93
125 413.00	Evelyn Blehn County Clerk By Countle Okcille
	By Cornette Michigan
DATED:	The second secon
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	the distriction of the state of
0.5	the second secon
not lose or destroy this Trust Deed OR THE NOTE which it essents	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must b	is delivered to the tribles for cancellation between
7540 D	potore reconveyence will be made
77649 Rev. 7-92	