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P.O. ner 13795
Secrements, Carlossian specific properties of the second process of the second

is hereby acknowledged, the Grantor does hereby bargain, sell, grant, sasign, and convey unto the Trustee, his successors and sasigns, all of the following described property situated and being in the County of Klamath State of Oregon; this real property is not currently used for agricultural, grazing or timber purposes:

12 and the East 10 feet of Lot 21 and the East 10 feet of Lot 20, also the West 35 feet of Lot portion of Lots 21 and 20 and said portions of Lots 12 and 13 in ROSELAWN, Subdivision of the cofficial plat thereof on file in the office of the County Clerk of Klamath County, and Oregon, according to the cofficial plat thereof on file in the office of the County Clerk of Klamath County,

will the provisions of the applicable to least the direct over the power and agree; hereby once said shall forthwaite deliver possession to the purchaser at such sale or the seminarily despitation of the sale of the purchaser at the seminarily despitation of the seminarily des Gianter, all of which artificiently expressly waived a propertied to the Frusten in the river of a properties of the Granter, shall then become and properties the Granter, shall then become and properties the Granter of the Granter of the Chanter callity of right of redomption from entered, dover, right of appropriate that the finishes have a second asserts and a second se cities so made shall be binding and conclusive upon the Crentbia and said nonewydrak about to administration of subtricy in fact to make such recitables in an execute said convey such and serially covernance and control of the control of of table lieroit granted deligidate and the last defant. I lieroit constitutes and appoint the last which conveyances hall comain regulations to the happening of a default show which the execution of a default show which the execution of a default show which the execution of Textuce is figurely such extracted to execute rud deliver to the purchaser at such calls a spinor tour property sale will be teld at a uniciple piece to he silected by the Beneficiary within said county or partitional and the sale of the Cantor (and the Bentilelaty or any posses on behalf of the Econstitive may his and passes die country of publical subdivision in which and projectly is situated, all ciber aprice deing hereby with tale be advertisement nor less than once curing each of said four weeks in a namepagest published and the same transfer of the said to the it shall be the Tristee's duty to self and property fant in case of any default or his land to the highest hidder, first givin four weeks to default or any leading to shall be absentioned by the highest hidder, first givin four weeks to accommon to the land of the land Hauch entry, the Trustee, acting in the execution ale this Trust, shall have the government of the Trust and the property of the Trust and the property of the Trust and the Trust and the Trust and the Trust and Trust the appear of the Beneficiary of assigns, regardless of paramety, and the Learness of assigns are greaters as a second and contains and property and evilent the region and graftly indeed the first and graftly indeed the first and first and second and the first and second and seco the entire indebtudress her ingressored that immediately become due, heyelder and collection with a time the collection in a section with the collection of des, de aball toll to perform toly coverant to agreement of this tentrament are of the principles. The Grantor curencute and narcer than The shall fall to fray basic and broducts, or set, 14.

and of remed parameters of branches and and to reconstruct of the same unit of remediating and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, regulating, refrigerating, incincrating, air conditioning apparatus, and elevators (the Trustor hereby declaring that can it is intended, that the items herein enumerated shall be deemed to have been permanently installed as part of the rights, thereunto belonging, or in anywise appertanting, and the reversion and reversions, remainder and remainders, and the renta, issues, and profits of the above described property. To have and to hold the same unto the Trustee,

deportruit, to secure the payment of a promiseory note dated. December 3, 1993 and maturing December 3, 2023 in the principal sum of \$25,600.00

brob The beneficial owner and holder of said note and of the indebtedness evidenced thereby is the Beneficiary.

and peaceable possession of the above granted and described premises and take the profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or the rother holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including SMA Yess 329 (10-11) resistant and printing and printing and printing and printing and all costs and expenses incurred, including

reasonable altorneys lees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said notes the protection and maintenance of the property hereinabove described or in obtaining possession of said property; after any sale which may be made as hereinafter provided.

- usefanis plantage in and Deducers of an analystem case of the unit of the interest thereon, the payment of 2.11 pon the full payment of the indebtedness exidenced by said note and the interest thereon, the payment of all other sums herein provided for the repayment of all monics advanced or expended pursuant to said note or this instrument, and upon the payment of all other coper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Grantor.
- 3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness, Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder on invalidate any act done pursuant to such notice but shall be cumulative to any right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorneys' fees shall be secured hereby.
  - 4. The Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, regardless of maturity, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereof. Upon such default in payment or performance, and before or after such entry, the Trustee, acting in the execution of this Trust, shall have the power to sell said property, and it shall be the Trustee's duty to sell said property (and in case of any default of any purchaser, to resell) at public auction, to the highest bidder, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county or political subdivision in which said property is situated, all other notice being hereby waived by the Grantor (and the Beneficiary or any person on behalf of the Beneficiary may bid and purchase et such sale). Such sale will be held at a suitable place to be selected by the Beneficiary within said county or political subdivision. The Trustee is hereby authorized to execute and deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of a default upon which the execution of the power of sale herein granted depends; and the said Grantor hereby constitutes and appoints the Trustee as his agent and attorney in fact to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be binding and conclusive upon the Grantor, and said conveyance shall be effectual to bar all equity or right of redemption, homestead, dower, right of appraisement, and all other rights and exemptions of the Grantor, all of which are hereby expressly waived and conveyed to the Trustee. In the event of a sale as hereinabove provided, the Grantor, or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to all other remedies for the collection of said indebtedness. The Beneficiary or Assigns may take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.
    - 5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an percent of the gross amount of said sale or sales, provided, however, that the amount of such fee shall be reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the costs and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale's proceeds. It is further agreed that if said property shall be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary for the services so rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.
      - 6. The proceeds of any cale of said property in accordance with paragraph 4 shall be applied first to payment of feer, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintribing said property and reasonable attorneys fees; secondly, so payment of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
      - In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial forcelosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promisery note, the Benoficiary will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement, the Grantor having waived and assigned all rights of appraisement to the (Direct) Trustee.

D. B. The Grantor covenants and agrees as follows:

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ory note at the times and in the BELLET & He will promptly pay the indebtedness eviden manner therein provided. BENHALL IV.

- b. Ele will pay all inxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official re-
- . He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Bezeficiary for the collection of any or all of the indebtedness hereby secured, or such expenses and fees as may be incurred in any foreclosure sale by the Trustee, or court proceedings or in any other litigation or proceeding affecting said preparty, and attorneys fees resecuably incurred in any other way.
- d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured
- e. He will continuously maintain hazard insurance of such type or types and in such amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to Beneficiary and the policies and renewals thereof shall be held by Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, Grantur will give immediate notice in writing to Beneficiary and Beneficiary may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option either to the reduction of the indebtedness hereby cured sens the nestoration of the property damaged. In the event of a Trustee's sale or other to the indebtedness hereby a fittle to said projectly investinguishment of the indebtedness secured hereby, all right title, and purchased or Philips in the property damaged in the event of a Trustee's sale or other terms of the Grantorian part by any surrance policies then in force shall pass at the option of the Beneficiary
- f. He will keep the said preinties in as good order and condition as they are now and will not commit or permit any traste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements therron, in good repair, the Beneficiary may make such repairs as in the Beneficiary's discretion it may deem necessary for the proper preservation thereof, end any sums paid for such repairs shall bear interest from the date of payment at the specified in the metr, shall be due and payable on demand and shall be fully occured by
- g. He will not a sout the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any lies or lies inferior or superior to the lies of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being
- a. He will not must be emige any part of the rent of said property or demolish, remove, or substantially elter any heading without the written consent of the Beneficiary.
- In the ovenit the Genetar foils to pay my Federal, state, or local tax assessment, income tax or other tax lien, rips, fire, or enhant departed charged to the property hereisabove described, the Beneficiary is hereby authorized to pay the same and my sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indulations evidenced by said precessory note. If the Geanter shall pay and discharge the indebtedness evidenced by said promonery nets, and shall pay such sums and shall discharge all taxes and liess and the costs, fees, and capeness of making, sisferring, and encesting this Deed of Trust, then this Deed of Trust shall be canceled and
- 10. The Granter entenants that he is lawfully seized and pomessed of and has the right to sell and convey said progetety; that the same is free from all encumbrances except as hereinahove recited; and that he hereby binds himtell and his meet up in interest to warrant and defend the title aforesaid thereto and every part thereof against the The second of the second secon
- 11. For better security of the indebtedness kereby secured, the Grantor, upon the request of the Beneficiary, its successive or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additions. expressions, or letterments made to the property hereinabove described and all property acquired after the date bereof (all in form satisfactory to Grantee). Furthermore, abould Grantor fail to cure any default in the payment is a prior or inferior encumbrance on the property described by this instrument. Grantor hereby agrees to permit Beneficiary to care such default, but Beneficiary is not obligated to do so; and such advances shall become part of the instelledness secured by this instrument, subject to the same terms and conditions.
- 12. That all awards of damages in connection with any condensation for public use of or injury to any of said erty are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments list the uniter said note; and the Beneficiary is hereby authorized, in the same of the Granter, to execute and deliver, valid acquitances thereof and to appeal from any such award.
- 13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or swigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Granter and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this right = well as any requirement or application to any court for the removal, appointment or substitution of

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derthis replicative for the experiencement and anipplied from to any report for the exemptat, applied more oud the state of the exercise of any option granted herein to the Beneficiary er to the holder of the note secured not required to be given the Grantor, the Grantor having herehy waives such motice. 15. If more than one person joins in the execution of this instrument as Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term. Beneficiary, shall include any payee of the indebtedness hereby secured or any assignee of transferred thetreof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. 10. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13] CF.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law. 17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenphotocally of the control of the instrument invalid or unenphotocally of the control of the In WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accopied the delivery of this instrument as of the day and year aforesaid, property, that the same is free from all encumprances ex-10. The Chinior covenants that he is lawfully mixed an antrandared. expenses of making, inducting, and expensing this Deed or Vruby eard panaissory water and shall part ench summ and stall surgaine in this learners and stall surgaine in the stall stall surgaine in the stall surgaine pay the earne and any sum so paid by the Benefit ary shall be added to and because charge, because other impense charge I to the project, hecentation classified, the search are a A. In the event the Grantor judg to pay any Federal, ettir, or local inclusionment STATE OF OREGON alter any hallding without this næteg con beat of the Benetiture. COUNTY OF TRLAMATHE sear or as ) C and barr of the rent of said bookers of the On this day there personally appeared before me CARY I WHISLER IR ON this day there personally appeared to me known to be the individuals described and SUZANNE B WHISLER to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and leed, for the uses and purposes therein mentioned. IN WITNESS, WHEREOF, IL have hereunto set my hand and official seal this the Dood of Truck tor the pates preservation in day of an DEC . hang for the relative 19 93. keep the buildings on said grentises and those to be effective said returnes, good reputs, the Benediciary may make tuch repairs as in his benediciary of for the paper preservation it Leading the Militarines of consolitation and post to be elected in state of Methods

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