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		DEEDC	FTRUST			4
		4th	day of	January	<u> </u>	19_94
THIS DEE	D OF TRUST is granted this	As Tenants By The Er	wirety	•		·
<u>10001_</u> 11.5					BANK OF AMERIC	A OREGON.
Granior") to	ASPEN TITLE AND ESCROW I	<u>vC</u>				
Beneficiary').	ASPEN TITLE AND ESCROTH Grantor agrees as follows: EYANCE. Grantor hereby barga scoribad real property ("Property"	ins, sails and conveys to	Trustae in trust, with po	Sar Upham S	Grantor's right, title a t	statet)
1. CON ne following d	esoribed real property ("Property	), whether now owned or	in Kleinath		County, Orego	on and legally
KLAMATH	FALLS OR 97601 (CITY) The B 1/2 Of Lot 6, Block					
lescribed as:	The B 1/2 Of Lot 6, Block	. 16, Fairview Additic				
1943년 1841년 1943년 1943년 1943년 1943년						
	2014년 1월 1914년 1월 19 1월 1914년 1월					
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10.1 NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligation is not made when due; or 10.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any 10.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of grantor contained in this Deed of frust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.

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REMEDIES UPON DEFAULT. If any default occurs and is continuing, Beneficiary may, at its option:

 TERMINATE COMMITMENT. Terminate any outstanding and unfulfilled commitment to Grantor;
 ACCELERATE. Declare any or all of the Secured Obligation, together with all accrued interest, to be immediately due and payable necessary in pays any tax, assessment, insurance premium, lien, encumbrance or other accelerate the Secured Obligation and forectos up on this Deed of Trust, assessment, insurance premium, lien, encumbrance or other accelerate the Secured Obligation and forectos up on this Deed of Trust. Grantor shall reinsburse Beneficiary, upon demand, for all such of the Secured Obligation. All unreinbursed amounts shall be added to and become a part of the Secured Obligation;
 A REINSTATEMENT. The Grantor shall have the dight to reinstate this product the date of all euch of the Secured Obligation and insolution and this Deed of Trust had no accured (b) cure any default of Grantor shall be added to any this bed of Trust and have any proceedings begun by the Trustes, or (2) the entry of a judgment foreclosing this Deed of Trust had no accured to be default of Grantor pays off sume, other bed us under the Secured Obligation and this Deed of Trust had no accured by Beneficiary in enforcing this Deed of Trust had no acceleration nocurred; (b) cure any default of Grantor's Trust, including, but not limited to reasonable truste's tess and attorney's fees, to the existent permitted by applicable isw. Upon reinstatement 11.5. COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to acceleration had occurred. How were, the reinstatement 11.6. Collection and the obligation reinstatement for all acceleration had occurred. Up our enstatement of this Deed of Trust and no acceleration had occurred. We are that at the obligation's secured Obligation and the provide the same and expresses actually incurred by Beneficiary in enforcing this Dee

11.6 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with the laws of the State of Oregon. 11.7 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this

Interpretation of the state of uregon.
11.7 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.
Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligation, that Beneficiary must first resort to any other security or person.
12. WAIVER. No waiver by Beneficiary of any deviation by Grantor from full performance of this Deed of Trust or the Secured Obligation, as the cass may be, shall constitute a waiver of Beneficiary inght to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the Secured Obligation on the basis of the same or similar failure to perform.
13. SUCCESSORS AND ASSIGNS. This Deed of Trust inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successore and assigns of the parties hereto.
14. APPLICABLE LAW. This Deed of Trust has been delivered to Beneficiary and accepted by Beneficiary in the State of Oregon. This Deed of Trust has been delivered to Beneficiary and accepted by Beneficiary in the State of Oregon. This Deed of Trust to grant and convey Grantor's interest in the real property identified herein and agrees that Beneficiary and any stend runder the Secured Obligation may extend, modify, forebear, or make any other arguments relating to the Secured Obligation or Deed of Trust, its extension or modification.
15. HOMESTEAD. To the fullest extent permitted by law Grantor waives any right to plead any statute of limitations as a defense to any objected.

THIS INSTRUMENT WILL NOT ALLOW FOR THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT IN VIOLATION OF ACCUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Jank

## ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF OREGON

## County of KLAMATH.

I certify that I know or have satisfactory evidence that \_John W. Sills, Jr. and Janie P. Sills

is/are the individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

4-94 کہ NOTARY UBLIC FOR THE STATE OF OREGON CFFICIAL SEAL PAUL BRECKNER NOTARY PUBLIC-OREGON My appointment expires COMMISSION NO. 023160 MY COMMISSION EXPIRES SERACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY STATE OF OREGON STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of Aspen Title Co the 5th Jan at 3:26 o'clock P.M., and duly recorded in Vol. M94 day A.D., 19 94 of Mortgages on Page \_\_\_\_ 532 Evelyn Biehn \$15.00 -County Clerk FEE By an according to the used mit parameters By Qai Mullensle PIMO. MUTATI FUELU FUTI INE DINIE UT MICH My appointment expires **REQUEST FOR RECONVEYANCE** To Trustee: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust. Said note or notes and this Deed of Trust, have been paid in full. You are hereby directed to cancel eard note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Send Reconveyance To: