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Vol. 794 Page - 980

TRUST DEED day of January 1994.
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DALE HOWARD HAMMER ARA DALL
AS Trastet, and
13 Mary of Oregon, Inc., as Beneficiary,
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Frantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in
Lot 12 in Block 6 of FIRST ADDITION TO KELENE GARDENS, according to
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<u>보다라면 주문한 어디로 보고 있으면 되면요. 전한 역사들은 병원을 들어</u> 하다면 되어 있는데 되었습니다. 그는 이 모든 그리고 그리는
of briefs sett substitute to account to the control of a country of the control of the control of the country o
which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtunances which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtunances which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtunances which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtunances which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtunances.
which real property is not currently used for agreement, and the rems, issues and profits thereof and an intures now asserted and all intures now asserted and al
with said real estate: 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, 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 grantor, For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a loan agreement of the lawful charges evidenced by a loan agreement of the lawful charges evidenced by a loan agreement of the lawful charges evidenced
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as each agreement of symiot herein comanies, (3) payment
together with interest thereon as interest a state with the state and th
The agreed rate of interest is (check applicable box): 14.30 % per year on unpaid principal balances. 30% per year on that part of the unpaid principal balance over \$500 and not exceeding \$1,000 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. and 24% 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 of leaver and materials furnished therefore it is manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore 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 therefore 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 therefore 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 therefore 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 therefore 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 therefore like manner any building which may be constructed. Administration of the construction of the con
17805.01 MORRIMMOD 2. To provide; maintain and deliver to beheficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary may determin 2. To provide; maintain and deliver to beheficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary may determin 2. To provide; maintain and deliver to beheficiary may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determin collected little and in the collected or any part thereof may be released to grantor. Such application or release shall not cure or waive any defau or at option of beneficiary the entire amount so collected or any part thereof may be released.
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or enforcing this obligation, and trustees and to pay all co
and expenses, including costs of evidence of the
or trustee may appear. 5. To nay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens we see that the property of the property is to pay when due all encumbrances, charges and liens we see that the property is to pay when due all encumbrances, charges and liens we see that the property is to pay when due all encumbrances, charges and liens we see that the property is to pay when due all encumbrances, charges and liens we see that the property is to pay when due all encumbrances are the property in the property is to pay when due all encumbrances are the property is to pay when due all encumbrances are the property in the property is to pay when due all encumbrances are the
6. If grantor fails to perform any of the above duties to insure or preserve the subject manter of manter of manter of manter of manter of manter of the same in s 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 s 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 s 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 s 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 s 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 s 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 s 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 s 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 s 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 s do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, performed the same in s do so and without notice to or demand on grantor and without notice to or demand on grantor and the same in s do so and without notice to or demand on grantor and without notice to or demand on grantor and the same in so and the same in so and the same in so and the same in same in so and the same in same in same in same in same in sa
manner and to such extent as beneficiary may deem the testing of the reporting to affect the security hereof or the rights and povers of testitesing any such power the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and povers of testitesing any such power the property; commence, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereo; and in exercising any such power contest or compromise any encumbrance, charge or lien, which in the judgment of beneficiary appears to be prior or superior hereo; and in exercising any such power contests or compromise any including cost of evidence of title, employ courbeneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ courbeneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ courbeneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ courbeneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ courbeneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ courbeneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employed the property of the rights and powers of the rights an
It is mutually agreed that:
7. Any award of damages in connection with any condennation for public use of or injury to said property of any part of the provided for disposition of proc pull to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proc of fire or other insurance.
Deliver to Associates Financial Services Company of Oregon, Inc. 259 BARNETT RD, STE J, MEDFORD, OR 97501 (Address)
259 BARNETT RD, STE J, MEDFORD, OR 9/301

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- 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 redequacy of acty accurrity 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 eash 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 saic, 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 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 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 pleagee, 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.

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IN WITNESS WHERE	F, the grantor has he	ereunto set his hand an	d seal the day and year	first above written.	Strain Contraction	
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STATE OF OREGON	: COUNTY OF I	KLAMATH: ss				
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Filed for record at re	quest of	Mountain Tit	le Company		the 1	Oth day
of <u>January</u>	A.D., 19	_94_ at3:	52 o'clock	P.M., and duly	recorded in Vol	M94
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