together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise new or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00)

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it not sooner paid, to be due and payable

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the witten consent or approval of the beneficiary, and become immediately due and payable.

To protect the security of this trust deal described.

sold, convoyed, assigned or alienated by the grantor without first then, at the beneliciary's option, all obligations secured by this instruction, shall become immediately due and payable.

To protect, the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in Seed condition and repair; not to remove or demolish any building or improvement thereon, not to commit or permit any, waste of said property.

To complete or restore promptly and in Sood and workmanike mancer any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

The complete or restore promptly and in Sood and workmanike mancer any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

The provide and continuously maintain insurance on the Uniform Commercial Code as the beneficiary may require pursuant to the Uniform Commercial Code as the beneficiary may require pursuant to the Uniform Commercial Code as the beneficiary may require pursuant to the Uniform Commercial Code as the beneficiary may require pursuant to the Uniform Commercial Code as the beneficiary may require pursuant to the Uniform Commercial Code as the beneficiary may require pursuant to the service of the permit of the service of the s

It is mutually agreed that:

8. In the event that any portion or all of sakt property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, it it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are incress of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, allege paid to beneficiary and applied by it linst upon any reasonable costs and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indeficient secured hereby; and frantor agrees, at its own expense, to take such actions and, seecute such instruments as shall be necessary in obtaining such commission, promptly upon beneficiary's require.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any essement or creating any restriction thereon; (c) join in any granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereot; (d) reconvey, without warranty, all or any part of the property. The grantes in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any metters or persons explicitly be conclusive proof oil the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may altiany time without notice, either in person, by agent or by a receiver to the appointed by a court, and without regard to the adequacy of any security appointed by a court, and without regard to the adequacy of any security appointed by a part thereof, in its own name are or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

less coats and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of line and other insurance policies or compensation or awards or any taking or damage of the property, and the application or release thereof as doresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby, or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or include the trustee to pursue any other right or remedy, either at law or in equity, which trustee to pursue any other right or remedy, either at law or in equity, which trustee to pursue any other right or emody, either at law or in equity, which trustee to pursue any other right or the beneficiary elects to foreclose by advertisement and sale, or muture to the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real propect to such place of sale, give notice thereof as then required by law and proceed to foreclose this trust end in the manner provided in ORS 86.735 to 86.735.

12. 13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the entire amount due at the time of the cure other than such portion as woulding the fanior or any other person so pri

together with trustee's and attorney's less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel: or in separate parcels and shall sell the parcel or parcels attaction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or limit plied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulners thereof, any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having exceeded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the supplies. If any, to the frantor or to his successor in interest entitled to such supplies.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance the successor trustee, the latter shall be vested with all title, powers and duther sonotion of trustee, the latter shall be reade by written instrument executed by beneliciary, which, when recorded in the mortgage records of the country or counties in which the property is situated, whall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

of the successor trustee, and the successor trustee is not obligated to notily any, party hereto of pending sale under any other deed of trust or of any action or proceeding in which frantor, beneliciary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or tayings and loan association authorized to do business under the lower of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrew agent licensed under OKS 696.505 to 696.505.

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First American Titl	sald State, personally appeared	ROSAN D. C	ZAR (L	, 'i
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(Individual)	factory evidence) to be the person(s) scribed to the within instrument and he/she/they executed the same.	whose name(s) is/are sub- acknowledged to me that	OFFICIAL NOTARY SEAL WALTER B. DOZIER Notary Public — California	, r C
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