	PAINT COMPLET NO. 11	A CONTRACTOR OF	Sec. A Mary 21	A suspenser VA	Imp all Uni	A750
75978	rotecraria ena fi	ne os 02-14-9	4P02:39 R	CVD-carrier VU	l <u>m9</u> 4Pag	17 million and a second
Atalashire in alm i	f of the last bir	។ ស៊ែរ។ ៤៩ រយុវ៩តុរព	i sini ji ji bioyes	的时代的分析中的	的现在分词和中国名称	Cortes and Darres
VA Form 20-5338 d Ho	的人,如果你的你们。"他们是你们	Completening (files ()	vn av 19 20193	中華土地和自然目的		OREGON
Loss) Dec. 1976 Revised U	lue i e care de persona compar	50 TA	31984	$\mathcal{K}\mathcal{R}$		Sarana ur
Optional Socion 1810 Thi 38, U.S.C. Acceptable to	GOUSSICHER, UIVA-SE Nacionale Contractore	and which is the state of the state of the state	A 2 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1 - A 1	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	LOAN NUMBER:	ER: LH#246378
Federal National Mortgage Association		TRI	ST DE		VAR TOWN INCUT	
Amended February, 1958	Independent of add 15% h			Hurris in the second second	an ann an train an	and with the set
Sampal courses in	alachia maisjos no-	Beechany: Shouk	i na shina	intra specta	នៃ (ភ្នំស) ១៩៩៩ នៃ ខ្មែរ	osnisti zruzbulo

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument. in countinguize sur or bowers to

r history

to beanch out nus in some never in any

day of FEBRUARY Statistics, 19

as Grantor,
 as Grantor,

County, Oregon, described as: 100 and 100 and

 $\sim M_{\odot}$. To spread in and using any action in proceeding the solution of differential section. Including to the straight of pointing ω

usoutications, we down access that is pay all cases and a statement to due to be able to be a series of the series o

erturnik pointe pritejentik et

, between

i tovics, par vintigatioble

as Grantor,

asia Citactor and

17.501

ξίψ⁵

០ភ្នំព្រះរដល់ពិ,

applied of Bentildistylunes any insolutionnes to I in buot course as Bentildisty may opposite at 绿竹肉 j ip se THIS TRUST DEED, made this Tin let korr07111 Manual rusti's reculations and recularity of the second rest. At applications replaced by the point of the second second rest. The second second second second second second s k nopreji gojtačuj Section of Figure in STEVEN VO HARPER AND SHARON A. HARPER

when particity in a state provider will be the start of the state of t FIRST AMERICAN TITLE INSURANCE CO. Hach those and identical burned is and and o loci (?*

PHH US MORTGAGE CORPORATION CONTINUES OF AND rector detemplet

WITNESSETH: Grantor irrevocably GRANTS, BARGAINS, SELLS, and CONVEYS, to TRUSTEE IN TRUST, WITH POWER OF SALE, the property in second collector seconds a person (b) response management of the **KLAMATE** of the second second

(a) coronneros para acontecensión as lo conservação win responsible dilgener lo conservação as la plana até apectado con servicionem lo dendinação as la plana até apectado con servicionem lo dendinação as la plana diferenciam francismos to actual señementer la super-diferenciam francismos to actual señementer la señemente de la super-ter de la superter de la super-ter de la superter de la super-ter de la superter de la superter de la super-ter de la superter de la superter

and billiones. Subject complete source in the data source in A Subject institute of a construction of the source in the LOT 19 IN BLOCK 1, TRACT 1116, SUNSET EAST, ACOORDING TO THE OFFICIAL PLAT SUBSCIENCE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON,

BEING THE SAME PREMISES CONVEYED TO STEVEN V. HARPER AND SHARON A. HARPER. BY DEED DATED 11.17 186, AND RECORDED IN THE KLAWATH COUNTY RECORDER'S OFFICE IN DEED HOOK MISIG PAGE 20272. THIS IS A FIRST AND PARAMOUNT MORTGAGE LIEN ON THE ABOVE DESCRIBED PREMISES.

PREPARED BY: Joeld Bull

iosyrcor. parate a second than hour man

biotecome of the product of the second second second second product of the second seco LOT 19 IN BLOCK 1, TRACT 1116, SUNSET EAST, ACCORDING TO THE OFFICIAL PLAT en LarraErstou tedin og ere IS LO BRING THE DALL OF MER asterness of m ander with 219110 Benulieirs altmate, far prand tere, brea des ner nentrie, reinendante prendant, et the care the reacht and be en erver interlede au tere ed bere berecht ersterel be Beneloes var fettere de auterque de tere per auter oomae newers, sur anterdatienen en alt die betenkenne treek van Hinderben betenken her anterdatiene en de fet Construction (Construction) - Construction (Construction)
 Construction - Construction Constructio- Construction - Construction - Construction - Construction abling COLORIDA DE ADIOTRO Benngkaussintenning 1. It the term of the respective many index (in) in proceeding a proceeding shift extrem by movies by no many primity many of

which said described real property is not currently being used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits; and all fixtures now or hereafter attached to or used in connection with said real estate, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: statul solution incli mosth.) payment

nte ne fre i e te mu d'angé dala terce and masagarents devis du la coul 26 aj aje antenis alors la panétacest a coloration de las multiples de la color nie sp sinner nan star eeste steamensi Les approved as manula ne s by this That These and an installing to the payment of pregnants that but the point is a predness of the part of the point of the point of the payment of the part of the point of the poin CH IGHT ORIGINAL An installe near of the trivers from any of the state and the state of the state of

"4." Craines space super to backgring spanner projection control for our space of pupper d and reports pay and consider the teach of pad and control that for do a set or and Digle Physicia which he of the

Provide a structure of the partial of and, when all other and the source of the sou Stiller

'M'SPACTI ${f Q}_{
m phi}$ for the theory of production was in the constraint of the constraint of the only of the production (${f v}^{
m ext}$) and ${f v}^{
m ext}$) and ${f v}^{
m ext}$ is the constraint of the

Wein in the course of a history war of a car war war have the second of the second of the care buy single of Grands RUR THOUSAND MINE HIGHER HERE 201 00, 100

urry Hill, NJ 08008

USMC 9221-C 7/29 10

47559

MALER FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of EIGHTY FOUR THOUSAND NINE HUNDRED FIFTY AND 00/100 84,950.00), with interest Dollars (\$

thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor,

the final payment of principal and interest thereof, if not sooner paid, to be due and payable on the first day of MARCH 2009

1. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Grantor agrees to pay to Beneficiary as trustee (under the terms of this trust as hereinafter stated) in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

(a) An installment of the ground rents, if any, and of the taxes and special assessments levied or to be treed againstille framises covered by this Trust Deed; and an installment of the premium or premiums that will become due and payable to renew the instrance on the premises covered hereby against loss by fire or such other hazard as may be required by Beneficiary all bills and notices therefor. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such installments and taxes and assessments next due (as estimated by Beneficiary, and of which Grantor is notified) less all installments and taxes and assessments will be come deling vent. Beneficiary and of which Grantor is notified in the premium or premiums for such installments and taxes and assessments will be come deling vent. Beneficiary shall hold such monthly payments in trust of pay such ground rents, premium or premiums, and taxes and assessments will be come deling vent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premium or premiums, and taxes and assessments will be come deling vent. Beneficiary shall hold such monthly payments in trust to pay such ground rents, premiums or premiums, and taxes and special assessments before the same become delinquent.

 $(b)^{1/2}$ The aggregate of the amounts payable pursuant to subparagraph (2) and those payable on the note secured hereby, shall be paid in a trouble transfer and the applied to the following items in the order stated; that there is a substance of the applied to the following items in the order stated; that there is a substance of the applied to the following items in the order stated; that there is a substance of the applied to the following items in the order stated; that there is a substance of the applied to the following items in the order stated; that there is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the following items in the order stated; that the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is a substance of the applied to the order stated is black, sug to (1) ground rents takes, epecial assessments, fire and other hazard insurance premiums, And they addition aparter black, sug to (1) ground rents takes, epecial assessments, fire and other hazard insurance premiums, And they addition aparter subsize now (1) conterest on the note secured hereby; a pages and his unit pussed, an EDE CL, HOARARD' to the principal of said note, approximate and the secure the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall, unless paid prior to the due date of the next such apart, an payment, constitute an event of default under this Trust Deed. A such prior to the secure betweed interest and apart, an payment, constitute an event of default under this Trust Deed.

3. If the total of the payments made under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary as trustee for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary as trustee on subsequent payments to be made by Grantor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Grantor shall pay to Beneficiary as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary as trustee shall, in computing the amount of the additionary and creater and or the provisions of this Trust Deed and thereafter a sale of the provisions of (a) of paragraph 2 hereof. If there shall be deficiency as trustee shall, an computing the amount of such and of the provisions of the provisions of the provisions date of the provisions of (a) of paragraph 2 hereof. If there shall be additionary as trustee shall apply, at the time of the commencement of such proceedings, or at the imme the property is otherwise acquired, the amount then remaining the remaining under due to for antor under (a) of paragraph 2 precedings, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

To Protect the Security of This Trust Deed, Grantor Agrees

none his fe you he

5. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property AC LHE COME INCLUSES COMMETED TO SUM Same Price Large

6. To complete or restore promptly and in good and work-manlike manner any building or improvement which may be conmannie, manne, my outning or improvement when may be con-it structed, damaged, or destroyed thereon, and pay when due all costs incurred therefor; and, if the loan'secured hereby or any part thereof; is being obtained for the; purpose of financing construction of 7 improvements on said property, Grantor further agrees:

(a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) to allow Beneficiary to inspect said property at all times during construction. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

¹⁵8? To provide and maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has heretofore been made under (a) of paragraph 2 hereof, to pay promptly when due any premiums therefor; and to deliver all policies with loss payable to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. The amount collected under any fire of other insurance policy may be applied by Beneficiary may determine, or at option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waiva any default or notice.
19. Tokeep said premises free from mechanics' liens and to pay a fire or other such and to pay be appled by Beneficiary and thereof. ¹³81 To provide and maintain hazard insurance, of such type or

done pursuant to such notice.^{3,2,4,4,4,4} To keep said premises free from mechanics liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes; assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Granter, either, by direct payment, Beneficiary may, at its option, make payment thereof; and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 10 and 11 of this Trust Deed, without waiver; of any rights arising from breach of any of the covenants hereof and

for such payments, with interest as aforesaid, the property hereinbe-fore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and pay-able without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed imme-bility of the and payments a breach of this Trust Deed. diately due and payable and constitute a breach of this Trust Deed.

10.4 To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and trustees and attorney's fees actually incurred

To appear in and defend any action or proceeding pur-11. To appear in and detend any action of proceeding pur-porting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of tile and attorney's fees in a reasonable sum to be fixed by the Court; in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Trust Deed. 11

To pay at least ten (10) days before delinquency all assess-12. To pay at least ten (10) days before delinquency all assess-ments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which at, any time appear to be prior or superior hereto; to pay all reasonable costs, fees, and expenses of this Trust. 12

fees, and expenses of this Trust. 13. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obli-gation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding pur-porting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which reasonably appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts are reasonably necessary there-for including cost of evidence of title, and reasonable counsel fees. 14. To pay within thirty (30) days after demand all sums prop-rly expended hereunder by Beneficiary or rustee, with interest from date of expenditure at the rate provided for in the principal indebtedness, and the repayment thereof shall be secured hereby. 15. Grantor agrees to do all acts and make all payments

15. Grantor agrees to do all acts and make all payments required of Grantor and of the owner of the property to make said note and this Trust Deed eligible for guaranty or insurance under the provisions of Chapter 37, Title 38, United States Code, and agrees not to do, or cause or suffer to be done, any act which will void such guaranty or insurance during the existence of this Trust Deed.

4760

IT IS MUTUALLY AGREED THAT:

57

It Is MUTUALLY AGREED THAT: 16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deduct-ing therefrom all its expenses, including reasonable attorney's fees, apply any moneys so received by it, at its option, either to the indebtedness. Grantor agrees to execute such further assignments of any compensation, award, damage, and right of action and proceeds as Beneficiary or Trustee may require. 17. That upon the request of the Beneficiary the Grantor shall

as Beneficiary or Trustee may require. 17. That upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebted-ness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Beneficiary and Grantor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the Beneficiary. In no event shall the maturity extend beyond the ultimate maturity of the note first described above. 18. By accenting payment of any sum secured hereby after its

18. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

That the lien of this instrument shall remain in full force and 19 effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

20. Should proceedings be instituted to register title of said property under any Land Title Law, Grantor will pay upon demand all sums expended by Trustee or Beneficiary, including reasonable attorney's fees, and forthwith deliver to Beneficiary all evidence of title.

21. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), 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 easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5, page any gauging from the property for the property of the property of the S5. There any gauging from the property for the Benefic 22 L'A stadditional security Granter hereby assigns to Benefic 21. At any time and from time to time upon written request of

22. I As additional security, Grantor hereby assigns to Benefi-ciary during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable, save and excepting rents, issues, royalties, and profits arising or accruing by reason of any oil, gas, or mineral lease of said property. If Grantor shall default as aforesaid royattes, and profits ansing or accruing by reason of any oil, gas, or mineral lease of said property. If Grantor shall default as aforesaid, Grantor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at dry time, or the property affected hereby to collect all rents, royalties, issues, and pronts. F anure or oiscontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing herein contained shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy. lease of option. tenancy, lease or option.

23. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a Court, and without regard to the adequeey of any accurity for the indebtedness hereby secured, enter upon and take possession of said property or pny part thereof, in its own name, sue for or otherwise collect said tents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees; upon the indebtedness secured hereby, and in such order as Beneficiary may determine.

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

25. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder,

Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and election to sell the trust property, which notice Trustee shall cause to be duly filed for record. If Beneficiary desires said property to be sold, it shall deposit with Trustee this Deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

in cr 5 GL 7

S

26.5 If after default and prior to the time and date set by the 20.3. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of this Trust Deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, the Grantor or other person making such payment shall also pay to the Beneficiary all: of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and attorney's fees not exceeding \$50 if actually incurred.

27.5 After the lapse of such time as may then be required by law. following the recordation of said notice of default and the giving of said notice of sale. Trustee shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, 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 implied. The recitals in this Trust Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

28. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the herein, i rustee snall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee; (2) to the obligation secured by this Trust Deed; (3) to all persons having recorded liens subsequent to the interest of the Trustee in this Trust Deed as their interest may appear in order of their priority; and (4) the surplus, if any, to the Grantor or to his/her successor in interest entitled to such surplus.

29. For any reason permitted by law 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 tille, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the Successor Trustee. For any reason permitted by law Beneficiary may from

30. (a) The waiver by Trustee or Beneficiary of any default of Grantor under this Trust Deed shall not be or be deemed to be a waiver of any other or similar defaults subsequently occurring.

(b) The pleading of any statute of limitations as a defense to any or all obligations secured by this Trust Deed is hereby waived, to the full extent permissible by law.

31. (a) In addition to any of the powers or remedies conferred
 "yoon the Trustee and the Beneficiary or either of them under this" instrument, the Trustee and Beneficiary jointly, or either, may bring?
 an action in the proper court for the foreclosure of this instrument as a armortgage, upon default, and upon proper proof obtain all the remedies in such action that are given by any statute or other law of the State of Oreans.

remedies in such action that are given by any statute or other law of the State of Oregon. (b) No power or remedy herein conferred is exclusive of, or shall prejudice any power or, remedy of Trustee or Beneficiary. (c) The exercise of any power or remedy on one or more occasions shall not exclude the future exercise thereof from time to time upon the conditions prescribed herein or by operation of law. (32) If a final decree in favor of plaintiff is entered in a suit brough to foreclose this, Trust Deed, it may include a reasonable attorney fee as provided in the note secured hereby, but not in excess of, the amount actually paid or unconditionally incurred by the proper plaintiffs.

(a) the amount actually paid or unconditionally incurred by the proper plaintiffs.
33. This Gruss Deed shall invre to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of the Grantor hereunder are joint and several. The term "Beneficiary!" shall mean the owner and holder, including pledgees of the indebtedness secured hereby, whether or not named as Beneficiary herein, and whether by operation of law or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders

Trustee accepts this Trust when this Trust Deed, duly 34. Trustee accepts this trust when this trust been, duy executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending, sale under any other Trust Deed or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee. brought by Trustee.

35. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regula-tions issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title and Regulations are hereby amended to conform thereto.

-436, III This Trust Deed shall be construed according to the laws of the State of Oregon.

Trust Deed have been fully paid and satisfied. You are hereby d of said Trust Deed have been fully paid and satisfied. You are hereby d	ULL RECOVEYANCE we'obligations have been paid. Trustee trustee the paid. tedness' secured by the foregoing Trust Deed. All sums secured by lirected, on payment to you of any sums owing to you under the re of indebtedness secured by said Trust Deed (which are delivered to ut warrants to the payment to you of any sums owing to you under the re
the estate now held by you under the same of and the sector	to the parties designated by the terms of said Trust D
Mail reconveyance and documents to reduite Deed to the	whiter of any other of a militir defends subsequently second for (b). The pleading of any a other of limitations as a defen- to one or all editering as one of your. First Durid is hardy with
Date units internet of the part of the internet in 19" (Ar(P) Join to Reserve).	30 (a) The select by Trees or Brachelers of any default Gravity noder this Treet Deed shell are be or he decided to be
methods are presented in the and presentation of this Fork Deed in white note for encorrelated tin case of full (coorservers) for methods and interview, which the the industry of adv	And the success of the second se
 At may more mod from time to time upon whiten reduces to the protocol of this 10 to been. 	vacuated by hearing and the country of counter manifest to General Development of the counter manifest
auto A 2 location of more register of the Trust Deed OR THE N 1 and a scheme Do not lose or destroy this Trust Deed OR THE N obstances of the trust	The statement and submitted control to model by trained address
overstaught for cancellation before reconveyance will be made	BUIXAURULUI AUG ARUGA CONTRACTOR AND ARUGA CONTRACTOR
sotouring any positioners of catenator of the under of asymetric moundebredness of any position desired beteby	function of a distribution of the constraint of the second states and the second states
and the reaction of the transferral shall continue (ull force and	1 - 20. Provide to Sold Full Indian few Beneficiary resy the state of the second state in the second state of the second st
e our payment in new dwe chall other count su sectored of to declare : and payment in new dwe chall other count su sectored of to declare : (aux for failing to do play.	[1] (4) free support, it acts, to the Granter of the historic point.
(iii) By Accepting payment of any sum seconed electron when fits in the providence of our Active his replication for equiva- tion.	1. 41= this monitor manual in the interest of the linear manual line
na do vitra Banaficiary. In so event al 40 the national prize at mand by the Benaficiary. In so event al 40 the national the sectors is avec youd the utilities materity of the note 01st described survey.	 berger, Tereter shall op ity the Friedman source of the Lineases (41) differences in the function of the Constraint Structures (41)
auror i anost mi se i se an	elabiting the latently and Denvironaly may purchase at the sur- scalar of the second solar purchase to the private provide 28 When Jamene solar purchase to the private provide
and the second s	Minut Timer Linearon All Andrew
and the main the second of the second state and the second s	4 det dia form de l'explora by tars e randomin de property en post annon son reaction de l'exploration ("recommended international pro- temport de l'exploration de l'exploration de l'anno de la property anno de la property de la property de la property de la pro- temport de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property de la property d
second a part is the second of the second branch on a particle	painsport project of civil of twenting network of the cost of the
ADREAD BY THE DEMENDER OF FOURT OF SHILL FEEDDARY TO TAKES OF	precentized as the submission of a state destance, strands storiog t
17. The upon the required first Bane 12121 the first of stands	23, So Alter die 18 sout date date viel die 19 sout die 19 sout date viel da
nanarah la tanka mina Quirta la suba Dalla sé sa	
energiese Granten greed to antes et o the fs with here et	
Toute a second and participation of the second of the seco	State Stat
an beineby a signed to tendroider and affre ing seid- se an beineby a signed to tendroider a signing (affe daduce).	
 C. Pric Vesting, Jr 19 multi stry com romite o Taul metical, and an it's root (about o disease. di such com com anno strucos) C. An and the solution of disease. di such com anno strucos, and an appression of an and conservation of the metical structure. 	
Construction and the construction and an S	
	and Serble to control of the transformation of the service of the
S Mortu Lits Activity 194	Bener Saryn y ded an Superior (Sriden north of Superior

11 Ober and general particulation of the second of the sec

promiter SHARON A. HARPER Match Charles and March Loss Description of the static matching and march Loss Description of the static static self march and march Loss Description of the static s nutre my (Seal) (14) Tructes services the Trust refer that Trust Deck, our executed and acknowledged, in much a public record as possible by the service of the tructure of the service of the service

STEVEN VS HARPERI GOVERNMENT (Seal) 12 st co m re Bailedaith nial decomme الم 19 ميليو المراج

Description of such remains and profile a the front of the transformation of the profile of the

Set due seesable along and set of bossession of any

ដោយប្រ

4:050

CONTRACTOR SEAL CLICK SCHEMENTS CONTRACTOR SCHEMENTS CONTRACTOR SCHEMENTS SC

defnut beenvider of investigate and not claim fun

Sal here

对其实情况的

New Constanting

IN: WITNESS WHEREOF, said Grantor, has bereunto set his der hand and seal the day and year. first above written, which

4761

(Seal)



ADDENDUM TO MORTGAGE

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 1817A of Chapter 37, Title 38, United States Code.

A. Funding Fee — A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assuming grantee fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assuming grantee is exempt under the provisions of 38 U.S.C. 1829(b).

B. **Processing Charges** — Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit-worthiness of the assuming grantee and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

C. INDEMNITY LIABILITY — If this obligation is assumed, then the assuming grantee hereby agrees to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan, including the obligation of the Veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

DATED: 02/07/94 SHARON A. HARPER STATE OF OREGON: COUNTY OF KLAMATH: \$5. Mountain Title Co Filed for record at request of ____ A.D., 19 94 at 2:39 o'clock P.M., and duly recorded in Vol. M94 Feb of ____ on Page _____ 4758 Mortgages County Clerk Evelyn_Biehn Dauline Mulendo By FEE \$30.00



