

which are the expenses of the amount required to pay all reasonable and necessary costs and expenses paid or incurred by Grantor in such purchases, including travel, telephone, telegraph and similar expenses, and attorney's fees, both in the trial and appellate courts of the state and in the United States Court of Appeals and the Supreme Court of the United States, and in the preparation of the documents and instruments referred to in paragraph 10, and in obtaining such compensation, attorney's fees, and expenses.

At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may: (a) consent to the making by any person of part of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) recover, without warranty, all or any part of the property. The trustee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recital therein of any matters of fact shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. 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 adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, 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 any indebtedness secured hereby, and in such order as beneficiary may determine.

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

whereas, 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 grantor's 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 may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby, whereupon the trustee shall, at the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in G.S. § 27-25, et seq.

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 sale, the grantor or any other person so privileged by ORS 86.733, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure, other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation or the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

the duration of the trust, together with witness and attorney, 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 the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction 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 implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the

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

16. 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. Each such appointment and vesting shall be

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 in which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of such appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not liable to any party hereto or rendering any other deed or trust or of any action or proceeding in which grantee, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

beneficiary or trustee shall do a party unless such action or proceeding is brought by trustee.
The grantor, covenants and agrees to defend the beneficiary and his successors in interest that the grantor is lawfully
vested in fee simple of the said property and has a full, unrestricted title thereto.

and the other two were in the same condition as the first, but the last was in excellent condition, having no signs of disease.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantor's personal, family or household purposes (see **Important Notice below**);
(b) for all organization of (even if grantor is a natural person) are for business or commercial purposes.

? In constituting this trust, used, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural; and that generally all grammatical changes shall be made, assumed and implied to make this provision apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

IMPORTANT NOTICE: Under the terms of the above policy, benefits are payable if you are disabled by an injury or disease. If you are disabled by an injury or disease, you must file a claim with us as soon as possible. If you do not file a claim, you may lose your right to receive benefits.

STATE OF OREGON, County of Klamath,) ss.
The instrument was acknowledged before me on March 3, 1994.

by Donald Rapaport This instrument was acknowledged as being new on March 3, 1956.
by Donald Rapaport

An official notary seal for Debra Buckingham, Notary Public, Oregon. The seal is circular with a decorative border. Inside the border, the words "NOTARY PUBLIC" are at the top, followed by "STATE OF OREGON" in the center, and "DEBRA BUCKINGHAM" at the bottom. Below this, it says "COMMISSION NO. 020-1425" and "NOTARY PUBLIC FOR OREGON". To the right of the seal, there is handwritten text: "Debra Buckingham", "Notary Public for Oregon", and "10-10-2018".

STATE OF OREGON COUNTY OF Klamath

Mailed for record in County of Kilmarx County, Pa., on the 1st day of March, A.D. 1992, in clear and duly recorded in Vol. M94.

MONTEVILLE ON PAGE 9544
County Clerk

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4530 or via email at mhwang@uiowa.edu.

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