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Vol.m94 Page 19847

06-27-94411:19 RCVD 4/96 VOLYM9' DEED OF TRUST AND ASSIGNMENT OF RENTS

	DATE FUNDS DISBURSED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION	ACCOUNT NUMBER
June 22, 1994	June 27, 1994	3654-407478
BENEFICIARY	GRANTOR(S):	보면 함께 가능한 전환 전환 경기 있다고 있는 이 등에 되었다. 이 전환 1
TRANSAMERICA FINANCIAL SERVICES	(1) FRANCES JE HARRINGT	ON
ADDRESS: 1070 NW Bond St.; Suite 204	(2)	
CITY: Bend, OR 97701	ADDRESS: 5387B Rae Avenu	i e 경기 기계
NAME OF TRUSTEE: Aspen Title & Escrow	CTTY: Klamath Falls?	OR 97601

THIS DEED OF TRUST SECURES FUTURE ADVANCES

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By this Deed of Trust, the un	dersigned Grantor(s) (all, if more than one), for the purpose o	rsecuring the pay	ment of a Profit	ISSULA MOTE OI E	rendale in the	hilly acres of
of\$ <u>6,698.43</u>		m Grantor(s) to Bene			sens, conveys	ino warranis io	rusiee in vust	will power or
sale, the following described	property situated in th	ne State of Oregon, I	County of KIA	<u>marn</u>	- Belginian (n. 1896) Haridana kalendarian			
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July 5, 1998 The final maturity date of the Promissory Note is

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith (but not including any apparatus; equipment or articles that constitute "household goods" as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444) as now or hereafter amended), all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property-above described, all of which are referred to hereinafter as the "Premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances successors and assigns, upon the trusts and for the uses and purposes following and none other. ourtenances thereto belonging to Trustee and his heirs, executors, administrators,

Grantor also assigns to Beneficiary all rents, issues and profits of the Premises, reserving the right to collect and use the same with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon the Premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the above mentioned Promissory Note executed by Grantor in favor of Beneficiary, reference to which is hereby made, until paid in full at or before maturity, or as extended or rescheduled; (3) Payment of any additional amounts, with interest thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor in connection with any renewal or refinancing; but Beneficiary shall not be obligated to make any additional loan(s) in any amount; (4) The payment of any money that may be advanced by Beneficiary to Grantor, or to third parties, with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenants of this Deed of Trust.

All payments made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:
FIRST: To the payment of taxes and assessments that may be levied and assessed against the Premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by Grantor(s).

SECOND: To the payment of the interest due on said Agreement.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To keep the Premises insured in Beneficiary's favor against fire and such other casualties as Beneficiary may specify, up to the full value of all improvements, for the protection of Beneficiary in such manner, in such amounts, and in such companies of as Beneficiary may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Beneficiary and that loss proceeds (less expenses of as Beneficiary option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such application by Beneficiary collection) shall, at Beneficiary so policy, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of fereign any prior Trust Deeds or Mortgages and assessments that may accrue shall pass to the purchaser at the foreclosure sail; (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages and assessments that may accrue shall pass to the purchaser at the foreclosure sail; (2) To pay when due all taxes, liens (including any prior Trust Deeds or Mortgages and assessments that may accrue addition that taxes and assessments; (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary in the Premises or in said debt, and prover the proper officer showing payment and deliver to Beneficiary ten (10) days before the day like the validity the restoration to 2 above, Beneficiary, at its option (whether electing to declare the whole of all such taxes and assessments without determining the validity thereof; and (5) sund disbursements shall be added to the unique of the obligation secured of all such trains

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or upon sale or other disposition of the Premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lier on, claim against or interest in the Premises; then all sums owing by Grantor(s) to Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of Beneficiary on the application of Beneficiary or assignee, or any other person who may be entitled to the monles due thereon. In the event of such default, Beneficiary may exercise all remedies at law and in equity including, but not limited to, the following be entitled to the monles due thereon. In the event of such default, Beneficiary any exercise all remedies at law and in equity including, but not limited to, the following the collateral and enforce the Promissory Note; (b) foreclosing this trust deed judicially; or (c) executing or causing the Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary shall also deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall foreclose the Deed of Trust in accordance with Oregon law:

(2) Grantor(s) agrees to surrender possession of the Premises to the Purchaser as provided by law.

(3) Beneficiary may appoint a successor Trustee at any time by filing for recording in the office of the County Recorder of each county in which said property or some part thereof is silusated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof thereof made, in the manner provided by law.

(4) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Grantor(s) the Premises according to law.

(5) Should the Premises or any part thereof be taken by reason of any public improvement or condemnation proceeding. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

AFTER RECORDING RETURN TO TRANSAMERICA FINANCIAL SERVICES P.O. Box 5607: Bend. OR 97708-5607

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(6) Should Grantor sell, convey transfer or dispose of the Premises, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(7) Notwithstanding anything in this Deed of Trust nor the Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate. Any Grantor who co-signs this Deed of Trust but does not execute the Promissory Note: (a) is co-signing this Deed of Trust only to grant and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor or signer of the Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Promissory Note without that Grantor's consent.

(9) Invalidity or unenforceability of any provisions need in shall not affect the validity and enforceability of any other provisions.

(10) Trustee accepts this Trust when this Deed of Trust, duly 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 Deed of Trust or of any action or proceeding in which Grantor(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fees ("Costs") incurred by Beneficiary in protecting or enforcing the lien of this Deed of Trust whether or not suit or action is actually commenced. Costs include, without limitations, recording fees, cost of title and lien searches, surveys and attorney's fees in negotiations, arbitrations, trials; administrative proceedings, condemnation proceedings, bankruptcy proceedings and any appeals from any of them. Enforcing the lien of the Deed of Trust Includes without limitation conveyances in lieu of foreclosure, actions on the Promissory Note, foreclosure actions, receivership actions and post-judgment collection efforts.

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TRUSTEE: e undersigned is the legal o	arner and holder of all indeb	tedness secured by this	Deed of Trust. All	sums secured b	v said Deed of Tr	ust have been paid, and yo
e undersigned is the legal of requested, on payment to Trust, delivered to you herev	you of any cume owing to the	all linder the terms of c	aid Dood of Trust f	o cancel all evide	ances of Indebted	ness, secured by said Deer
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Schedule "A"

3654-407478 Account Number: Beneficiary's Name and Address: Name of Trustor(s): TRANSAMERICA FINANCIAL SERVICES 1070 N.W. Bond; Suite 204 FRANCES J. HARRINGTON Bend, OR 97701 Legal Description of Real Property: All of Lots 14 and 15 and part of Lot 13, Block 3, FAIRHAVEN HEIGHTS, in the County of Klamath, State of Oregon, being more particularly described as follows: Beginning at the most Southerly corner of Lot 13 of said Block 3; thence Northwesterly along the Northeasterly right of way line of the Weyerhaeuser Road 30 feet to a point; thence Northeasterly in a straight line to the most Easterly corner of Lot 13, being the corner common to Lots 13 and 14; thence Southwesterly along the line between Lots 13 and 14, 100 feet, more or less, to the point of beginning. CODE 7 MAP 3908-13AB TL 2200 Real Property Commonly Known As: 4370 Stebbins Avenue, Klamath Falls, OR 97601 FRANCES J. HARRINGTON Date Date Signature Signature Page ____ of _ 15-999 (1-92) STATE OF OREGON: COUNTY OF KLAMATH: the Aspen Title co Filed for record at request of ___ _ A.D., 19 _94 at ___11:19 o'clock ___AM., and duly recorded in Vol. _M94 ____ on Page 19847 of Mortgages Evelyn Biehn
By County Clerk line Millenson \$20.00 FEE