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Washington Mutual, • Federal Services Back	MTC 33482 VOL	0REGON USE ONLY
AFTER RECORDING RETURN TO: Washington Mutual		
Loan Servicing O Box 91006 - SAS0304	08-15-94P02:05 RCVD	
Seattle, WA 98111 Attention: Consumer Loan Re THIS DEED OF TRUST is between	eview Loan # 002-04-253-0242055-4 DONNA MAE DAVIES	
whose address is 4454 SYCAMORE	DR KLAMATH	FALLS OR 97603
("Grantor"); MOUNTAIN TITLE C	COMPANY , a OREGON	corporation, the address
which is 222 S SIXTH ST KLAM	ATH FALLS, OR 97601	, and its successors in th
1201 Third Avenue, Seattle, Washington S 1. Granting Clause. Grantor hereby gr <u>KLAMATH</u> Cour LOT 11 IN BLOCK 6 OF FIRS	98101 ("Beneficiary"). rants, bargains, sells and conveys to Trustee in trust, with nty, Oregon, described below, and all interest in it Grantor T ADDITION TO CYPRESS VILLA,	
OF THE COUNTY CLERK OF KL	PLAT THEREOF ON FILE IN THE OFFICE	
OF THE COUNTY CLEAR OF ALL	TIMIN COUNTY, URBON.	
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물건 것은 명령 관계에 가슴을 통했다.		
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Grantor and Beneficiary.	a from it; all plumbing, lighting, air conditioning and heating liancos, and other fixtures, at any time installed on or in or ay be considered to be either personal property or to be per li be called the "Property." To the extent that any of the f nterest in all such property and this Deed of Trust shall c cture filing.	constitute the Security Agreement betwe
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7. Befaults: Sale (a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust is assential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full at the option of Beneficiary. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day repayment in full is demanded, including unpaid inforest, will bear interest at a crate of fifteen percent (15%) per year (the "Default Rate") from repayment in full is demanded until repaid in full, and, if Beneficiary so requests in writing, Trustee shall sell the Property in accordance with Oregon law, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sele. Trustee shall apply the voceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee: (ii) to the obligations be day this Deed of Trust; and (iii) the surplus, if any, shall be distributed in accordance with Oregon law. (b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recits the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recits the facts showing that the sale was conducted in compliance of such compliance in favor of bona fide purchasers and

with all the requirements of law and of this Deed of Trust. This recital shall be prime face evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value. (c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or sue on the Note according to law. Beneficiary may also take such other action as it considers appropriate, including the securing of appointment of a receiver and/or exercising the rights of a secured party under the Uniform Commercial Code. (d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not weive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. Condemnation; Eminent Domain In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shell be paid to Beneficiary to be applied thereto.

9. Fees and Costs Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees: in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged to prosecute or defend to protect the lien of this Deed of Trust; and in any other estion taken by Beneficiary to collect the Debt, including any disposition of the Property under the Uniform Commercial Code, in any bankruptcy proceeding, and on any content taken by Beneficiary to collect the above. on any appeal from any of the above.

10. Reconveyance Trustee shall reconvey all or any part of the Property overed by this Deed of Trust to the person entitled thereto, on written request of Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured and written request for reconveyance by Beneficiary or the person entitled thereto.

11. Trustee; Successor Trustee In the event of the death, incapacity, disability or resignation of Trustee, Eensficiary shall appoint in writing a successor Trustee, and upon the rocording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sala under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding in house the trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

proceeding is brought by the indice. 12. Miscellaneous This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, lagatess, edministrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured by this Deed of Trust, whether or not that series is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision of provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed as though the invalid provision did not exist. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED at	Klamath Falls	Oregon	this 12th day of August	1994
			Allenna M. Dance	
	Oregon		- forman of and	X
COUNTY OF	Klamath	\$\$\$.		· · · · · · · · · · · · · · · · · · ·
On this day	personally appeared before me	DONNA M DAVIE	S	and
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	MY COMMISSION EXPIRES JU	JNE 29, 1998	residing at CIMULAN TULLY (91090
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STATE OF O	REGON: COUNTY OF K	LAMATH: ss.	Selen and a factor of the second s	
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