DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION September 30th, 1994	DATE FUNDS DISSURSED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION October 5th, 1994	3654-407841
BENEFICIARY TRANSAMERICA FINANCIAL SERVICES	GRANTOR(S): (1) Cassie Peters	
ADDRESS: 1070 NW Bond Street, Suite 204, CHY: Bend, Oregon. 97701	(2) Louise B. Peters ADDRESS: 3126 Delaware	
NAM OF TRUSTEE: Aspen Title and Escrow, Ir	cijy: Klamath Falls, Ore	gon. 97603

THIS DEED OF TRUST SECURES FITTIPE ADVANCES

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ı	By this Deed of Trust, the undersigned Grantor(s) (all, if more than one), for the purpose of securing the payment of a Promissory Note of even date in the principal such
	from Grantor(s) to Beneficiary named above, hereby grants, sells, conveys and warrants to Trustee in trust, with power of
•	sale, the following described property situated in the State of Oregon, County of Klamath
5	sale, the following described property situated in the State of Cregori, County of Transactive
	Lot 7, Block 4, FIRST ADDITION TO ALTAMONT ACRES, in the County
	C TI
	of Klamath, State of Oregon. EXCEPTING THEREFROM anyportion
	lying within Delaware Street.
	TAIN ATMITTE DETORATE DELEGE.

The final maturity date of the Promissory Note is

CODE 41 MAP 3909-3CD TL 4500

October 5, 1998

Together with all buildings and Improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, retrigerating 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 thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following and none other.

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 CURPOSE 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 hereafted 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.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF. GRANTOR(S) COVENANTS AND AGREES: (1) To keep the Premises insured in Beneficiary servor against fire and such other casualties as Beneficiary mayspecify up to the full value of all improvements, for the protection of Beneficiary in such manner, in such amounts, and in such companies 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 collection) snall, at Beneficiary's option, to, applied on sald indebtedness, whether due or not, or to the restoration of sald improvements. Such application by Beneficiary solition, to applied on sald indebtedness, whether due or not, or to the restoration of sald 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 or the Grantor in insurance policies then in force shall not cause discontinuance or any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights or the Grantor in insurance policies then in force shall not cause discontinuance or any proceedings to foreclose this Deed of Trust and the second premises or any part hereof, or upon the debt secure hereby, or upon the interest of Beneficiary at its promises or in said debt, and procure and deliver to Beneficiary to 10 days before the day fixed by law for the first interest or penalty to accrue the eon, the official receipt of the proper officer showing payment of all such taxes and assessments; (3) in the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electring to dedicate the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor, (b) pay all aid taxes, liens and assessments without determining the validity thereof; and (c) such disbursemen

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 lien 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 monies due thereon. In the event of such default, Beneficiary may exercise all remedies at law and in equity including, but not is limited to, the following:

(a) waiving 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 situated 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.
- (6) 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 liquidize the unpaid balance, including accured interest, of the obligation secured by this Deed of Trust.

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(6) Should Grantor sell, convey transfer or dispose of the Premises, or any partithereof, 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 or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed 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 increase 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 only to grant and convey that Grantor's interest in the property under the terms of this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor or signer of the Promissory Note (a) is coany 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 herein 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 by Trustee.

 Trustee is not obligated to notify by Trustee.
- (11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fees ("Costs") incurred by Beneficiary in protecting or enloring the lien of this Deed in negotiations, arbitrations, trials, administrative proceedings, condemnation proceedings, bankruptcy proceedings and any appeals from any of them. Entoring the judgment collection efforts.
- (12) The undersigned Grantor(s) requests that a copy of any Notice et forth.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seed this date. September 30th KELSPY-ALGENEON COMMISSION NO. 027569 AND COMM	13) The terms Deed of Trust and	Trust Deed are interchangeable.	Default and of any Not	tice of Sale hereunder be	mailed to him at the	e address herein befor
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