93488	01-11-95A10:49 <b>DEED OF</b>		SSIGNMENT OF	Vol <u>m95</u> Page 775 RENTS
F THIS DEED OF TRUS	TAND OF THE LOAN TRANSACTION	DATE FUND	and the second se	ACCOUNT NUMBER
		-		3654-408050

January 6th, 1995	January Henry 1999		
BENEFICIARY	GRANTOR S):		
TRANSAMERICA FINANCIAL SERVICES	(1) Benney L. Stedham		
ADDRESS: 1070 NW Bond Street, Suite :04,	(2) Sardra Lee Feathers		
crry: Bend, Oregon. 97701	ADDRESS Lots 5 and 6, Block 17, Cheryl Drive,		
NAMEOFIBUSTEE: Aspen Title and Eserce.	CITY: La Pine, Oregon. 97739		

## THIS DEED ()F 1 RUST SECURES FUTURE ADVANCES

By this Dead of Trust, the ur dersigned Grantor(s) (all, if more than one), for the pulses of securing the payment of a Promissory Note of even date in the principal sum from Gran or(s) o Bereficiary narix d above, hereby grants, sells, conveys and warrants to Trustee in trust, with power of ofs 8,08''.68 sala, the following described property situated in the State of () agon, County of Klamath

Lota S and 6.	Block 17, Tract No. (	061, SECOID ADDITION TO FIVER
	Side Country of 71:03	th State of Oregon.

PINE ESTATES, in the County of Kla CODE 112 MAP 2309-13CO TL 6400

DATE OF THIS

CODE 112 MAP 2309-13CO TL 6500

Ja wary 11th, 1999 The final meturity date of the Promissory Note is\_

Together with all buildings and improvements now or here after mechad thereon any heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith (but not including) uny all paratus, 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 no A or hereafter amen ed), all of which, for the purpose of this Deed of Trust, shall be deemed fixtures of the property aix we described, all of which are referred to herein it is the "Premisix". TO HAVE AND TO HOLD said land and premises, with a the rights, privileges an appurtenances thereto belonging to Trustee and his hairs, executors, administrators, successors and assigns, upon the trusts and for the user and surposes following and none other Grantor elsc assigns to Beneficiary all rents, issues and profit of the Premises in serving the right to collect and use the same with or without taking possession of the premises during continuance of default hereunder, and dir ring continuance of such tetault authorizing Beneficiary to enter upon the Premises and/or to collect and enforce the same without regard to adequacy of any security for the inteletedness here ty secured by any lawful means. FOR THE PURPOSE OF SECURING: (1) Performance bleach agreement of Gran or 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 transitioned Promise or y 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 rate there is the end of (3) Payment (1) any additional amounts, with interest thereon at the agreed rate, as may be hereafter boand by Baneficiary to Grantor in connection with any renews or refinancing, but Beneficiary shall not be obligated to make any additional loan(6) in any amount; (4) The cayment of any money that may be advanced by Beneix lary to Grantor or to this parties, with interest thereon at the agreed rate, where any such advances are made to protect the security or in accordance with the covenar ts of this Deed of Trus 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 the trumy be levied a subsessed against the Premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by Grantor(subsection) SECOLID: To the payment of the interest due on seid A greement. THURD: To the payment of principal. TO PROTECT THE SECURITY HEREOF, GRANTOR (1) CO /ENANTS AND / CREES: (1) To keep the Premises insured in Beneficiary's favor against fire and such

Is Bandici try may from the to time approve, and to kit p the bolicus iteration, collection) i hall, at Benefic ary's option, be applied on s3 d in 3 bibedness, wheth ar- hall not cause discontinuum as of any proceedings to for aclos a this Deed of Trus shall priss to the purchaser at the foreclosure sale; (2) Tip a / when due all taxes against the above described premises, or any part there it, or u on the debt secure ind deliver to Beneficiary bin (10) cays before the day fixed by a w for the first inter- al such tixes and assessments. (3) in the event of day autic / Grantor(s) under rebet dress secured hereby due and collectible or not) ma / a) effect the insu a 11 such tixes, liens and assessments without determining the alldity thereof, ard 13 such tixes, liens and assessments without determining the alldity thereof, ard 14 this 3 bas to Trust and shall bear interest from the data bip in ment at the agree d 15 the proper putful eauthor by, and to permit Beneficiary to end r any use of the 16 to have no and materials furnished therefor; (5) that (5 antor will pay, pro- to table of Trust and shall bear interest from the data bip in ment at the agree d 16 the proper putful eauthor by, and to permit Beneficiary to end r at all reaschable, and this Deed of Trust and that the time of payment to fit is inderedies to 16 the Premises herein described may, without notice, to released from the lier 15 the owners hip of the Premises shall release, reduce or there is effect any such p in feelsing e and has good and lawful right to convey the same and that Grantor co- text laws is the premise beneficiary such p	or the protection of Beneliciary in such manner, in such ramounts, and these to the protection of Beneliciary in such manner, in such ramounts, and these reserves of the sector of the restoration of said improvements. Such application by Beneficiary in the event of foreclos <i>i</i> , all rights of the Grantor in insurance policies then in force litens (including any prior Trust Deeds or Mortgages and assessments that may accrue itens (including any prior Trust Deeds or Mortgages and assessments that may accrue itens (including any prior Trust Deeds or Mortgages and assessments that may accrue itens (including any prior Trust Deeds or Mortgages and assessments that may accrue stor penalty to accrue thereon, the official receipt of the proper officer showing payment aragraphs for 2 above, 3eneficiary, at its option (whether electing to declare the whole to above provided for and pay the reasonable premiums and charges therefor; (b) pay (c) such disbursements shall be added to the unpaid balance of the obligation secured tremises contrary to rest ictions of record or contrary to laws, ordinances or regulations mes for the purpose of it specting the Premises; to complete within one hundred eighty have be constructed, divinaged or destroyed thereon; and to pay, when due, all claims sty, the indebtedness secured hereby in full compliance with the terms of said Promissory etcord, or of any portion thereof, may be extended or renewed, and any portions sory secured, or of any portion thereof, may be extended or renewed, and no change in risonal liability or the full amount of said indebtedness then remaining unpaid, and no change in risonal liability or the full amount of said indebtedness then remaining unpaid, and no change in risonal liability or the line hereby created; and (6) That Grantor is seized of the Premises is hereby forever warram, and will forever defend the title and possession thereof against
IT IS MUT JALLY AGREED THAT: (1) If the said Grant r(s) is hall fail or neglec t	Pay installments on said Promissory Note as the same may hereafter become due, or ar disposition of the Prenises by Grantor(s), or should any action or proceeding be filed sums owing by Grantor(s) to Beneficiary under this Deed of Trust or under the Promissory Beneficiary on the application of Beneficiary or assignee, or any other person who may beneficiary on the application of Beneficiary under the bit of the following:

Note secure dehereby shall himrediately become due and pay table at the option of Benefickary on the applic ation of Benefickary of assignee, or any control portent himrediately become due and pay table at the option of Benefickary on the applic ation of Benefickary of assignee, or any control function become due and pay table at the option of Benefickary on the applic ation of Benefickary of the application of Benefickary on the application of Benefickary of the application of the monies due thereon. In the event of such of statut, Benefickary may exercise all remedies: at law and in equity including, but not limited to, the following become due and statut, Benefickary (1) foreclosing this trust deed judickally; or (c) executing or causing the Trustee to execute a written Notice (1) executing in the collateral and entorce the Promissory Note; (1) foreclosing this trust deed judickally; or (c) executing or causing the Trustee to execute a written Notice (1) executing in the collateral and entorce the Promissory Note; attemption to a some of the colling the application of the a	or rty
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(2) Granter(s) agrees to summeder possession of the Permis is to the Purchase as provided by law

(3) Benalk any may appoint a successor Trustee at any time by filing for record n j in the office of the Courty Recorder of each county in which said property or some part thereof is allocated a Subsitution of Trustee. From the time the substitution is fire if 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. East such substitutions half be executed and admowledged 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 indet tedriess hereunder, Tristee shall reconvey to said Grantor(s) the Premises according to law.

(5) Should the Premises of any part thereof be taken by reas on of any public in a rowement of condemnation proceeding. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the chiter bit is been any part function according to take the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

	and the second	
1	AFREA RECORDING RETURN TO TRANSAMERICA P. NANCIAL SERVICES P.	3.0. FOX 560/, Bend, UR. $37708$
1	A COMA DECORDING RETURN TO TRANSAMEN TA P NANUAL SERV ( 25	Address
1	AP JEA RECORDING RECORDING RECORDING	Addiess
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shall have the right, at its opport, to declate an sum second (7) Notwi hstanding anything in this Deed of Trustor the Pro- to impose on the Grantor (s) any obligation of payment exic	18:000 3321	of, without the written or resent of Beneficiary being first had and obtained, then Beneficiary use and payable. hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed he same may be legally enforceable and any provision to the contrary shall be of no force
Trust of the singular shall be construed as plural where an	r opriate. Any Gran	nts and agreements herein contained, and all provisions of this Deed of Trust shall hure es, lessees and assigns of the parties hereto respectively. Any reference in this Deed of for who co-signs this Deed of Trust but does not execute the Promissory Note: (a) is co- opperty under the terms of this Deed of Trust; (b) is not personally obligated to pay the er Grantbr or signer of the Promissory Note may agree to extend, modify, forbear or make hissory Note without that Grantor's consent.
(9) Invalidity or unenforce ability of any provisions herein s	t all not affect the va	dity and enforceability of any other provisions.
any part, hereto of pencing sale under any other basis of by Trust ie.	201010120,900	(
of Trust whether or not such of action is actually culture integrations, arbitrations, trials, administrative proceed lien of the Deed of Trust includes without limitation convey independent to clicks and the trust includes a the such as the such	e ngs, condemnatio e nces in lieu of fore o	proceedings, bankruptcy proceedings and any appeals from any of them. Enforcing the sure, actions on the Promissory Note, foreclosure actions, receivership actions and post-
<ul> <li>(12) The undersigned G rantor(s) requests that a copy of a</li> <li>(13) The terms Deed of Frust and Trust Deed are in erch</li> </ul>		nd of any Notice of Sale hereunder be mailed to him at the address herein before set forth.
		se presents set hand and seal this date January 6th, 1995
CO 000	NDERT LINULLY PRY PLOLICION NDECONINGLOU NDECONINGLOU EXPLANCE 1991	ion Granter Borney L. Stedham
STATE OF OREGON	) SS.	Grantor Sandra Lee Feathers
County ofDeschuttes	, Sixth	day ofJanu ary1995_ by Benney L.Stedham
and Sandra Lee Feathers	·	
Before Me: Pole Man Morary Pu sile	Oregon	My Commission Expires: April 11th, 1998
		FULL RECONVEYANCE
TO TRUSTEE: The undersigned is the legal owner and holder of all in	ebtedness secur x	by this Deed of Trust. A I sums secured by said Deed of Trust have been paid, and you have the said Deed of Trust to cancel all evidences of indebtedness, secured by said Deed
are requested, on payment to you of any sums o ving of Trust, delivered to you herewith and to recomery, w the name.	in you under the left in yout warranty, to 17	by this beed of hiss. A results source of indebtedness, secured by said Deed ts of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed parties designated by the terms of said Deed of Trust, the estate now held by you under
Mail Reconveyance to:		
	. <u></u> .	By
	•	
Do not lose or destroy. This Deck   of	l ust must be deli	ared to the Trustee for cancellation before reconveyance will be made.
Grantor	Ceary	Deputy Tate
ő	Deneicoary	
		OF OREGON County of Klamath County of Klamath i for record on the <u>i.i.t.h</u> <u>Jan</u> 19 95 o'clock <u>A</u> m., and recorded in book o'clock <u>A</u> m., and recorded in bo
		19 95 training 19 95 training 19 95
		Klamath within ins and reco nd and sea ttach
TRUST		E OF OREGON County of K1am I certify that the within ed for record on the Jan o'clock A m. and ge 715 Record of ge 715 Record of Witness my hand and Witness my hand and Unty Clark County Clark
		E OF OREGON County of County of 1 certify that th ed for record on Jan o'clock A ge 725 Re ge 725 Re ge 725 Re ga 725 County Clark County Clark
		County of County of t certify the ed for record o'clock o'clock yernetha Sernetha County C1a County C1a
		By for the second