

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's tees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneticiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneticiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneticiary's request.

9. At any time and from time to time upon written request of beneticiary, payment of its fees and presentation of this deed and the note for endorsement (in case of tull reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat 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) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts 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 for frantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver

lees 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 fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, 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 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 lix 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

to loreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

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 86.753, may cure the default or defaults. It 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 of the trust deed together with trustee's and attorney's 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 he 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 truthlulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

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 reco

and that the grantor will warrant and torever defend the same against all persons whomsoever.

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 an organization, or (even it grantor is a natural person) are for business or commercial purposes.

This deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it 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 the provisions hereof apply equally to corporations and to individuals.

IN MULTINESS WHERECOR the Grantor has executed this instrument the day and year first above written.

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

IMPORTANT	NOTICE: Delete, by lining out, whichever warranty (a) e; if warranty (a) is applicable and the beneficiary is a I is defined in the Truth-In-Lending Act and Regulation	creditor MILITA	Skinn	$\nu$
eneficiary N	UST comply with the Act and Regulation by making or this purpose use Stevens-Ness Form No. 1319, or eq with the Act is not required, disregard this notice.	required HIIDDIKI CILI	WEK	
eg Totalogia Presidentes de la	STATE OF OREGON, Cour This instrument was a ALFRED E. EDGA	cknowledgigberforkinner-	55	, 1995,
ur gera gera se Sunja si na	bybyby	cknowledged before me on		, 19,
	OFFICIAL SEAL MARIORIE A. STUART NOTARY PUBLIC OREGON	Makas	AD.	~0
	COMMISSION NO.040231 9 MY CC-1MISSION EXPIRES DEC. 20, 1993 ()	My commission expires	Notary Pub	lic for Oregon
<del></del>	REQUEST FOR FULL RECONVEYANCE	(To be used only when obligations have be	een paid.)	

STATE OF OREGON	COUNTY OF KLAMATH: ss.		and the second s	
Filed for record at requ	est of Mountain Title Co		the 12th	dav
of <u>May</u>	A.D., 19 <u>95</u> at <u>3:41</u>	o'clock P M., and	duly recorded in Vol	M95
	of <u>Mortgages</u>	on Page <u>124</u>	etha G. Letsch, County Cle	ark
FEE \$15.00	. Ballardi, est 1981 i Maradon Maria (1981) e la casa (1981). Santos e 1981 i cara la la casa de la casa (1981).	By anne	tte Mueller	.1K