THOS ICC DISTRICT THE PARTIES.	DEED	DIT MORTGAG OF TRUST		2
PARTIES: This Deed of Trust is made on BENJAMIN W. HONROR	Maria de Cara		Vol. <u>195</u> pantor,	
("Borrower"), BONNIE P. SERV		A. MONROE		3.
and the Beneficiary, GREEN T	REE PINANCIAL SE	St. 15th Floo	r, Portland, OR 97;	204
Organiza	al a - I i i i	we of Delaware		(*Tr
CONVEYANCE, E.	2100M 31005		. whose address is	
and all rights, easements, appurtenances,  PROPERTY ADDRESS: 1015 OWERS ST.	revocably grants and convents, leases and existing	eys to Trustee, in trust	with power of sale, the	("Le
PROPERTY ADDRESS: 1015 OWERS ST.	and onling	KLAMATH PALLS	s and fixtures (all called the "pro	state described operty").
SU ∠LEGAL DESCRIPTION:	reet)	(City)		97603
O All of the property		(04))	_	(Zip Code)
City/Town/Village of KLAMATI	H PATTE	ENS ST.		
State of OR , in which the legal interest. This property "Additional Property Proper	Borrower has an	, County of	KLAHATH	, in the
legal interest. This propert  "Additional Property Descriptogether with a security int  LAKESIDE Mobile home	ty is more parti	Cularly descri	asehold or other	
together with a security in	eroct de	attached heret	o as Exhibit a	titled
together with a security int LAKESIDE mobile home,	serial number		44-X 28	
The Bownson			•	
The Borrower does hereb more detailed property descr and to attach Exhibit A after	y authorize the	Lender or its	aggione to	
and to attach Exhibit A after	iption after the	Borrower has	signed the Mortan	a
	- me porrower p	as signed the	Hortgage.	е,
eu Dinas (in 1964) en la transitat de la companya de la companya de la companya de la companya de la companya Gartinera de la companya de la comp	e programa de la composición dela composición de la composición de la composición de la composición dela composición dela composición dela composición de la composición dela composición de la composición de la composición dela composici			
and the second of the second o		Chart set of the set o		1
located in KLAHATH				
ITLE: Borrower covenants and warrants title to the	Droperty except for	County, Oregon.		
FOLIPE		none		
contained in this Deed of Trust secures to	Lender renounced to			
amounts Borrows and of Trust and in any	tender repayment of the	secured debt and the	performance	
ECURED DEBT: This Deed of Trust secures to contained in this Deed of Trust and in any amounts Borrower owes to Lender under this extensions, and renewals thereof.  The secured debt is evidenced by (List all instructions)	Deed of Trust or under a	ted herein. Secured de	performance of the covenants	and agreeme
The secured debt is as all	The state of the s	- accased	by this Deed of Trust including	rust, includes
			Frank and the	an modificatio
A Universal Note or Hanufa Security Agreement execute	actured Home Ret		IUSI and the dates there to	
CACCULA		ail Installmen	t. Contract	
	d by Buyers/Bor	ail Installmen	t Contract and	
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- 1. Payments. Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in fulf.
- 2. Claims Against Title. Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lien of this Deed of Trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender, Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
- 4. Property. Borrower will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this Deed of Trust or in any obligation secured by this Deed of Trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this Deed of Trust.
- 6. Prior Security Interests. Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interest. Borrower will perform all of Borrower's obligations under any prior Mortgage, Deed of Trust or other security agreement, including Borrower's covenants to make payments when due.
- 7. Assignment of Rents and Profits. Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property, and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Leaseholds; Condominiums; Planned Unit Developments. Borrower agrees to comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by; laws, or regulations of the condominium or planned unit development.
- 9. Authority of Lender to Perform for Borrower. If Borrower falls to perform any of Borrower's duties under this Deed of Trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction.

Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this Deed of Trust.

Any amounts paid by Lender to protect Lender's security interest will be secured by this Deed of Trust. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 10. Default and Acceleration. If Borrower fails to make any payment when due or breaks any covenants under this Deed of Trust or any obligation secured by this Deed of Trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.
- 11. Power of Sale. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and at Lender's election to cause; the property to be sold and shall cause such notice to be recorded in each county in which the property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons as applicable law may require. After the lapse of such time as may be prescribed by applicable law. Trustee shall sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's designee may purchase the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this Deed of Trust; and (3) the excess, if any, to the person or persons legally entitled thereto.
- 12. Inspection. Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
- 13. Condemnation. Borrower assigns to Lender, the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 14. Walver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.
- 15. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this Deed of Trust are joint and several. Any Borrower who co-signs this Deed of Trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this Deed of Trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this Deed of Trust may extend, modify or make any other changes in the terms of this Deed of Trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this Deed of Trust.

The duties and benefits of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower.

16. Notice. Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this Deed of Trust, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.

- 17. Transfer of the Property or a Beneficial Interest in the Borrower. If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this Deed of Trust.
- 18. Release. When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to reconveyance.
- 19. Substitute Trustee: Shall appoint a successor trustee by an instrument, recorded in the county in which this Deed of Trust is recorded. The successor trustee shall thereupon be vested with all powers of the original Trustee.

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- 20. Use of Property. The property subject to this Deed of Trust is not currently used for agricultural, timber or grazing purposes.
- 21. Attorneys' Fees. As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate courts of the exception of the property of the courts of the exception of the ex
- 22. Severability. Any provision or clause of this Deed of Trust or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause in this Deed of Trust or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the Deed of Trust and the agreement evidencing the secured debt.

PO BOX 1570 , TUALATIN, OREGON 97062

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GREEN TREE FINANCIAL SERVICING CORPORATION

H & MASSERVACOR MAIN AND BE. 18th Floor, Porchand

BENJAHIN H. HONROE

KELLY A. HONROE

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## EXHIBIT "A"

Lot 787 in Block 105, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF OREGON: COL	JNTY OF KL	.AMATH:	SS.							
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