Account Number: 0617936		-21-95P03:44 RCVD
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THIS DEED OF TRUST is granted by <u>William F. Mc Caffrey</u>	this <u>21st</u>	- day of _ Novembor
		day of <u>November</u> , 19.95
("Grantor") to <u>ASPEN TITLE & ESCROW</u> DREGON, ("Beneficiary"). Grantor agree	/, INC	
1. CONVEYANCE. Grantor beret	as follows:	("Trustee"), in trust for BANK OF AMER
KLAMATH FALLS OR 97601	roperty"), whether now owned or later ac	In trust, with power of sale, all of Grantor's right, title and interes unred, located at <u>7006 Steens Dr</u> (STREED
(CITY)	(ZIP CODE)	In Klamath (NUMBER) (STREET) County, Oregon and legal County Of Klamath, State Of Oregon.
Lot 10, Block 2, Tra	ct No. 1002, Lawanda Hills In Th.	County, Oregon and lega
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The insurance policies shall be in an a mounts collected under the insurance policies may be applied application shall not cause discontinuance of any proceeding to rights in the insurance policies shall pass to purchaser at the s of any release of a reportable quantity of any hazardous or unication from any governmental authority which relates to the operty, or results from the use of the Property or any surrounding is all of Beneficiary's reasonable costs and expenses incurred in ayments, including, without limitation, all reasonable attorney's iss of title search, and truste's and receiver's fees at trial or on

upon satisfaction of the Secured Obligation and written request for reconveyance made by Beneficiary or any person interested in the Property. 9. SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor trustee and, upon the recording of such appointment in the records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested FORM NO. 312311 F04-95 TO EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed of Trust, the Secured Obligation and all related loan documents:

NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligation is not made when due; 10.1

10.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly property or any endographic of contract covering the property or in which Grantor grants a security interest in the Property, is not promptly and the contract of covering the property of the

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in this Deed of Trust or In any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied. **11.** REMEDIES UPON DEFAULT. If any default occurs and is continuing, Beneficiary may, at its option: **11.** TERMINATE COMMITMENT. Terminate any outstanding and unfulfilled commitment to Grantor; **11.2** ACCELERATE. Declare any or all of the Secured Obligation, together with all accrued interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor; **11.3** PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligation and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such accelerate the Secured Obligation. All unreimbursed amounts shall be added to and become a part of the Secured Obligation. All unreimbursed amounts shall be added to and become a part of the Secured Obligation. The Grantor shall have the right to reinstate this Deed of Trust and have any proceedings begun by the 11.4 REINSTATEMENT. The Grantor shall have the right to reinstate this concurred; (b) cure any default of Grantor's other obligations or agreements in this Deed of Trust; (c) pay all costs and expenses actually incurred by Beneficiary in enforcing this Deed of Trust; (c) pay all costs and expenses actually incurred by applicable law. Upon reinstatement rust, including, but not limited to reasonable fusites' fees and attorney's fees, to the extent permitted by applicable law. Upon reinstatement rists and the obligations or agreements in this Deed of Trust; (c) pay all costs and expenses actually incurred by Beneficiary in enforcing this Deed of Trust, including, but not lim

of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations; 11.6 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with the laws of the State of Oregon. 11.7 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage. Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligation, that Beneficiary must first resort to any other security or person. 12. WAIVER. No waiver by Beneficiary of any deviation by Grantor from full performance of this Deed of Trust or the Secured Obligation, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the Secured Obligation on the basis of the same or similar failure to perform. 13. SUCCESSORS AND ASSIGNS. This Deed of Trust inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto. 14. APPLICABLE LAW. This Deed of Trust has been delivered to Beneficiary and accepted by Beneficiary in the State of Oregon. This Deed of Trust shall be governed by and in accordance with the laws of the State of Oregon. 15. PLEDGE. Any Grantor who is not a borrower under the Secured Obligation shall not be personally liable for the obligations therein and is borrower under the Secured Obligation may extend, modify, forebear, or make any other arrangements relating to the Secured Obligation or the Secured Obligation or model form this Deed of Trust to grant and convey Grantor's interest in the real property identified herein and agrees that Beneficiary and any only signing this Deed of Trust to grant and convey Grantor's interest in the real property identified herein and agrees that Beneficiary and any only s

located.	
THIS INSTRUMENT WILL NOT ALLOW FOR THE USE OF THE I APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHE DEPARTMENT TO VERIFY APPROVED USES.	PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF E SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON CK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
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I certify that I know or have satisfactory evidence that William F. Mc	is/are the individual(s) who signed this instrument in my
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