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## 88816 Vent ve**10956** or the closed wordow intrinsity velo**TRUST: DEED** of controlling, Vol. 1995 Page 34887

| Detween  | Ioanna Charlotta Divora  |  |
|--|--|--|
|  | Joanne Charlòtte Rivera  | , as Grantor,  |
| <u> </u>   | Klamath County Title Company   | , as Trustee, and  |
|  | cial Services Company of Oregon, Inc., as Beneficiary,   |  |
| the the way were   | de notas a composition de para o participatados de l' <b>witnesseth:</b> de la calegia de la |  |
| Grantor irrevocably  | y grants, bargains, sells and conveys to trustee in trust, with pov er of sale, the property in  |  |
| Klamath  | The control of the co       |  |
| Lot 400 on file  | in Block 110 of Mills Addition, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon.  | f  |
| in a <u>lle</u> n was track.   | to 1. Mijor de los se signitorios de actividades quadros quadros de la ciencia de la ciencia de la coloridades<br>La coloridades de actividades de la coloridades del coloridades de la coloridades del coloridades de la coloridades del    |  |
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| appurtenances and  | y is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, he id all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and in connection with said real estate:  | ereditaments and<br>d all fixtures now   |
|  | e of securing: (1) Payment of the indebtedness in the principal sum of \$62887.49 and all other lawful ch  | sernee evidenced   |
|  | ent of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, wi  | -  |
|  | e and payable on 61/01/11. and any extensions thereof;   |  |
|  | f each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary und<br>ogether with interest at the note rate thereon.   | er or pursuant to  |
| To protect the s   | security of this trust deed, grantor agrees:   |  |
| 1. To keep said  | property in good condition and repair; not to remove or demolish any building thereon; to complete or restore prom   |  |
| and materials furnit<br>commit or permit v   | restore promised contains and repair, not to embore or demoish any building inferent to complete or restore promisener any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for ished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be mad waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts feath property may be reasonably necessary; the specific enumerations herein not excluding the general.  | r labor performed<br>te thereon; not to  |
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8. Upon any default by granter or if all or any part of the property is apid or transferred by granter without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

- 9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.
- 10. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.
- 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.
- 13. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
- 14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

| IN WITNESS WHEREOF, the granto  |   | seal the day and year first ab   | pove written.                                       |                         |
|---|---|--|---|-------------------------|
| , epochid e pour executivacji ( ) te  | general significance entre excession.<br>The significance is a significance of the signif |  | e Charlotti   | Rivera                  |
| entragential television (August ) Witness   | and with the second of  | Joanne Charl   | otte Rivera   |                         |
|   |   |  | 4.1   |                         |
| Witness .   | ngang kinasan saksahari di Beberahada di<br>Manasahari dan dalambaran dan Salahada saks   | r y zzymała wyskóła komo oko<br>Poworza zamoga wiek powsky<br>Zowania wakompaka powsky   | OFFICIAL SI   | EAL X                   |
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| Personally appeared the above named   | Joanne Charlotte R  | ivera  |   | and                     |
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| STATE OF OREGON: COUNTY   |   | og kominent ble i Maria en de en   |   |                         |
| Tilled for second at request of   | Klamath Cou   | nty Title Company  | , the   | 22 day                  |
| of Dec. A.D   | ), 19 <u>95</u> at <u>1:49</u>  | o'clock P M.,  | , and duly recorded in vo                           | 3l                      |
| - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1   | Les es dura esplicación de Cerco Astron   | on Page _  | Bernetha G. Letsch, Cou                             | unty Clerk              |
| FEE \$15.00   | and the second s    | By Qaci  | une Muss  | linsite                 |
| PEE. 313.00   |   |  |   |                         |
| 2003  |   |  |   |                         |
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|   |   |  | Beneficiary   |                         |
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