Vol. 196 Page 35058

KIAMATH COUNTY TITLE COMDANY	THIS TRUST DEED, made this		day of DECEMBER , 1995
Associates Financial Services Company of Oregon, inc., as Beneficiary, WITNESSETH: Grantor inserceby grants, bergains, sells and conveys to trustee in trust, with power of sale, the property in	between ALLEN KETTH NELSON	en Maria de Maria de la compania de La compania de la co	, as Granto
Grantor irrevocably grants, bergains, sells and conveys to trustee in trust, with power of sale, the property in	KLAMATH COUNTY TITLE CO	MPANY	, as Trustee, ar
Grantor invercebby grants, bergains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, County, Oregon, described ass, Startting at the INM correr of the Ski of the Nki of Skomship 34 South, Range 75 East of the Will lamette Weridian, Directory; thereos South 6.23 chains of Crooked Creek; thence Solidwing down the center? Of Said stream in a Southeasterily countries of the Ski of the Nki of Skomship 34 South, Range 75 East of Crooked Creek and Tecumseh Spring; thence following all decurses and Interest of the center I line of the Dallas-Sornia Highway; thence following the center I line of a spint on the center I line of the Dallas-Sornia Highway; thence following the center I line of Said highway in a northwesterly direction to a point on the North and South quarter line of said am in a southwesterly direction to a point on the North and South quarter line of said Sectiones South 3.5 chains to the point of beginning. ***Countries of the South Society of South Society of South Society of Society	Associates Financial Services Company of Oregon,	Inc., as Beneficiary,	
KLAMATH County, Oregon, described as: Starting at the NW corner of the SM of the NEIof S. Commiship 34 South, Range 75 East of the Willamette Meridian, Dregon; thence South 6.23 chaims center of Crocked Creek; thence following down the center of "Said stream in a Southeasterity cition to the convergence of said Crocked Creek and Tecumseh Spring; thence following aid Tecumseh Spring; thence following did Tecumseh Spring; thence following down the center line of said am in a southwesterly direction to a point on the North and South quarter line of said am in a southwesterly direction to a point on the North and South quarter line of said Sectiones South 3.5 chains to the point of beginning. **The South Sout		WITNESSETH:	
ELANOTH Countly Oregon, described as: Starting at the NW corner of the SM of the NEIof S. Countly 34 South, Range 7½ East of the Willamette Meridian, pregon; thence South 6.23 chaim center of Crocked Creek; thence following down the center of "Said stream in a Southeasterity cition to the convergence of said Crocked Creek and Tecumseh Spring; thence following aid Tecumseh Spring; thence following did Tecumseh Spring; thence following the center line of the Dallas-fornia Highway; thence following the center line of a point on the center line of the Dallas-fornia Highway; thence following the center line of the SM of	Grantovirrovincebby granto bergains colle and con-		nady in
spoint on the center line of Crooked Creek; thence following down the center line of said am in a southwesterly direct; and one of said sent in a southwesterly direct; on to a point on the North and South quarter line of said Sectithence South 3.5 chains to the point of beginning. """ """ """ """ """ """ """	KLAMATH Coursely Coursely 34 South, Range 7½ East conter of Crooked Creek; thence ction to the convergence of said	nty, Oregon, described as: Starting at the of the Willamette Meridian, Or following down the center of the Crooked Creek and Tecumseh S	NW corner of the SWL of the NEL of Se egon; thence South 6.23 chains Said stream in a Southeasterly pring; thence following
white real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments a epiturenerics and all other rights thereundo belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures an ettached to or used in connection with said real estatis. For the purpose of securing; (1) Payment of the indobtedness in the principal sum of \$ \cdot \frac{10795.84}{2} \) and all other lawful charges evidence by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt not paid earlier, due and payable on \(\cdot \frac{10.705/2002}{2} \), and any actensions thereot. (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereot, logether with interest at the note rate thereon. To protect the security of this trust dead, grantor agrees: 1. To keep add property in good condition and repair, not to remove or demolish any building thereon; to complete or restors promptly and in go and workmantike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials turnished therefor; to comply with all leave affecting sell property or requiring any alterations or improvements to be made thereon, no commit or permit wasts thereof not to commit, auther or permit any act upon eads property in volation of law; and do all other acts which from it character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiarly insurance on the premises estificatory to the beneficiary and with loss payable to the beneficiar The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and the content of the securit	fornia Highway; thence following point on the center line of Cro am in a southwesterly direction thence South 3.5 chains to the poi	the center line of said high ooked Creek; thence following to a point on the North and S nt of beginning.	way in a northwesterly directi down the center line of said
with real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments a applifulamences and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fotures in attached to or used in connection with said real setate: For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 10795, 84 and all other lawful charges evidence by a loan agreement of even date hetewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt not paid searlier, due and payable on 0.1/05/2002 and any extensions thereot. (2) performance of each agreement of grantor herein contained, (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereof, together with interest at the note rate thereon. To protect the security of this trust dead, grantor agrees: 1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in go and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials trunished therefor, to comply with all laws affecting seld property or requiring any alternations or improvements to be made thereon; not commit or permit waste thereof, not to commit, suffer or permit any act upon ead property in violation of law, and do all other acts which from the character or use of said property may be reasonably necessary, the specific numerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar than a property of the	reactive to provide the rather than the remaining of the make.		
white real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments a spifurenances and all other rights thereunto belonging or in anywise now appartaining, and the rents, issues and profits thereof and all fixtures in attached to or used in connection with said real estates. For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$\frac{10.795.84}{20.02}\$ and all other lawful charges evidence by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full dobt not paid earlier, due and payable on \(\frac{0.10.05.2002}{20.02} \); and any extensions thereof. (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereof, together with interest at the note trate thereon. To protect the security of this trust deed, grantor agrees: 1. To keep said property in good condition and repair, not to remove or demotish any building thereon; to complete or restore promptly and in go and workmanilke manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor, to comply with all laws affecting said property or requiring any attentions or improvements to be made thereon; not commit or permit waste thereof, not to commit, suffer or permit waste thereof, not to commit or permit waste thereof, not to commit, suffer or permit waste thereof, not to complete any advanced thereof, and character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on	tariffy all you was as cappointed of a kind of as a land and to be a second or the contact of a contact of a	diseata presidenti di catta di sensi en en en en en esta de de en en esta di catta de en en en esta di fina en	
white real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments a cybithenances end all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures not ethached to or used in connection with said real estates. For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$\frac{10795.84}{2002}\$ and all other lawful charges evidence by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt not paid earlier, due and payable on \(\text{\text{0.1}} \) (2)\(\text{\text{0.1}} \) (2)\(\text{\text{0.2}} \) (2) and any extensions thereof. (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereof, together with interest at the note rate thereon. To protect the 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 promptly and in go and workmanlike manner any building within may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not commit or permit waste thereof not to commit, suffer or permit any act upon asid property in violation of law, and do all other acts which from it character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiarly insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar may determine, or at option of beneficiarly may be explained by beneficiarly in violation of law, and of all other		er told i katti i jakula setta eri ili ala ili.	
by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt not paid earlier, due and payable on .01/05/2002 ; and any extensions thereot; (2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereof; together with interest at the note rate thereon. To protect the 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 promptly and in go and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor; to comply with all laws affecting said property or requiring any attentions or improvements to be made thereor; not commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from to character or use of said property may be reasonably necessary; the specific enumerations herein not exiding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such ore abeneficiary may determine, or at option of beneficiary the entire amount so collected or any part eleved my be released to grantor. St application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law,	with real property is not currently used for agricu	ultural, timber or grazing purposes, together with nging or in anywise now appertaining, and the re	
(2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereof, together with interest at the note rate thereon. To protect the 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 promptly and in go and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor, to comply with all laws affecting said property or requiring any atterations or improvements to be made thereon; not commit or permit waste thereof, not to commit, suffer or permit any act upon said property in volation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such ore as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Su application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title entry in	For the purpose of securing: (1) Payment of the	indebtedness in the principal sum of \$ 10795	. 84 and all other lawful charges evidence
(2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant the terms hereof, together with interest at the note rate thereon. To protect the 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 promptly and in go and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereor, not commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar the amount collected under any fire or other insurance policy may be applied by beneficiary to the beneficiary and with loss payable to the beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Su application or release shall not cure or walve any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To eppear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title and attorney's fe			t all times, in monthly payments, with the full debt,
To protect the 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 promptly and in go and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such or as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Su application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action proceeding in which beneficiary or pay part thereof that at any time appear to be prior or superior hereto. 5. To pay at least ten (10) da	not paid earlier, due and payable on 01/05/20	002 : and any extensions thereof;	
1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in go and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor; not comply with all laws affecting said property or requiring any alterations or improvements to be made thereor; not commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from to character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such orders as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Supplication or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action proceeding in which beneficiary port pursuances, and the property or any part thereof that at any time appear to be prior or superior herefor. 5. To pay at least ten (10) days prior to definquency			d or advanced by beneficiary under or pursuant
and workmahlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor perform and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general. 2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiar had mount collected under any fire or other insurance policy may be applied by beneficiary one any indebtedness secured hereby and in such or as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Su application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title and attorney's fees an a reasonable sum as permitted by law, in any such action proceeding in which beneficiary or trustee may appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charge and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform	To protect the security of this trust deed, granton	agrees:	
The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such ora as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Su application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action proceeding in which beneficiary or trustee may appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charge and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but with obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for a purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof is the	and workmanlike manner any building which may and materials furnished therefor; to comply with all commit or permit waste thereof; not to commit, so	be constructed, damaged or destroyed thereon laws affecting said property or requiring any alte uffer or permit any act upon said property in vio	and to pay when due all claims for labor perform rations or improvements to be made thereon; not slation of law; and do all other acts which from t
connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action proceeding in which beneficiary or trustee may appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charge and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but with obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for a purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Gran covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure the note rate until paid, and the repayment of such sums are secured hereby. It is mutually agreed that: 7. Any award of damages in connection with any condemnati	The amount collected under any fire or other insur- as beneficiary may determine, or at option of be	ance policy may be applied by beneficiary upon a eneficiary the entire amount so collected or an	any indebtedness secured hereby and in such ord y part thereof may be released to grantor. Su
pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action proceeding in which beneficiary or trustee may appear. 5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charge and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but with obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Gran covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure the note rate until paid, and the repayment of such sums are secured hereby. It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned a shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided disposition of proceeds of fire or oth			
and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto. 6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but with obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grant covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure the note rate until paid, and the repayment of such sums are secured hereby. It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned a shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided disposition of proceeds of fire or other insurance.	pay all costs and expenses, including costs of ev	vidence of title and attorney's fees in a reasonal	the rights or powers of beneficiary or trustee; and ble sum as permitted by law, in any such action
obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may for purpose of exercising said powers; enter onto the property; commence, appear in or defend any action or proceeding purporting to affect the secure hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment beneficiary appears to be prior or superior hereto; and in exercising any such powers beneficiary may incur any liability, expend whatever amounts its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grant covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure the note rate until paid, and the repayment of such sums are secured hereby. It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned a shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided disposition of proceeds of fire or other insurance.			
It is mutually agreed that: 7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned a shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided disposition of proceeds of fire or other insurance.	obligation to do so and without notice to or dema performed the same in such manner and to such purpose of exercising said powers; enter onto the hereof or the rights and powers of beneficiary; p beneficiary appears to be prior or superior hereto; its absolute discretion it may deem necessary the covenants to repay immediately and without dem	nd on grantor and without releasing grantor fron extent as beneficiary may deem necessary to p property; commence, appear in or defend any a way, purchase, contest or compromise any encu and in exercising any such powers beneficiary terefor including cost of evidence of title, empla and all sums expended hereunder by beneficiary	n any obligation hereunder, perform or cause to protect the security hereof. Beneficiary may, for the action or proceeding purporting to affect the secur umbrance, charge or lien, which in the judgment may incur any liability, expend whattever amounts by counsel and pay his reasonable fees. Gran
7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned a shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided disposition of proceeds of fire or other insurance.		sums ata sacured mereny.	
	7. Any award of damages in connection with ar shall be paid to beneficiary who may apply or rele	ny condemnation for public use of or injury to said lase such monies received by it in the same man	property or any part thereof is hereby assigned a uner and with the same effect as above provided
Mental to Asserting (Hitting set store combant, a) analysis		of Oregon, Inc.	
	Panal to vasociatas Littaticiai cataicas combana	ere region no	

15

B. Upon any default by granter or if all or any part of the property is sold 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 invalidate any act done pursuant to such notice.

VOLUME STEELS

- . 9. Upon default by granter 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 pledgee, 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.

number includes the plural		ngua:
IN WITHERS WHEREO	the grantor has hereunto set his hand and seal the day and year first chove written.	
Yamka	WMORA Men Kith Moleon)	
Constant of the States	Witness Grantor	-n., -n.,
	Witness Granter Granter Granter	
entropy of the second of the s	an in the common of the property of the particle of the common of the co	
STATE OF ODEGON	ကောက် ကောက် အကောက်မှ မြောက်သည်။ မြောက်သည်။ မြောက်သည်။ မြောက်သည်။ မြောက်သည်။ မြောက်သည်။ မြောက်သည်။ မြောက်သည်။ မ	
OINTE OF OREGON	n de l'en de 100 on le levre de Lengon pen. Vent de la disposi. La linique de la Santa de Lengon de Lengon pen de la la disposició de la linique de la la la linique de la la d	
) 99	
	monther Compared the result of the state of	
County of MARION	Lance and the control of the control	
ಕನ್ನ ಕ್ಯಾಕ್ಕ	the delay stay of any character stay of any order of the control o	
Personally appeared the al	bove named ALLEN KEITH NELSON	and
makes and and the feet site	and you be the company of the compan	
acknowledged the foregoin	A servery a compagn and write on A and the first principle of the company of the	deed.
Before me:	My commission expires: $8/28/59$	
757	Rus L. Kiel Notary Authin	
4	OFFICIAL SEAL	1
NO NO	STEVEN W. KIEL OTHER ON THE CONTROL RECONSTRUCTION OF THE CONTROL OF T	
N CO	NAMARCKIONI FYPRRES ALIG. 28, 1999. IL	1
TO: MIT UU	Trustee	
	and the state of t	
STATE OF OREGON: O	COUNTY OF KLAMATH: ss.	
	est of Klamath County Title Company the 26	
Filed for record at reque	A.D., 19 95 at 11:22 o'clock A. M., and duly recorded in Vol. M95	_ day
of Dec.	of Mortgages on Page 35058	
	Bernetha G. Letsch, County Clerk	
FEE \$15.00	Bernetha G. Letsch, County Clerk By Audine Multipolitie INDEXED	
	INDEXED	
TOP OF OUR CONTROL		
STATE OF OREGON	CONTROL AMOUNT SS.	
Filed for record at reques	Klamath County Title the 2nd	day
of Jan	P. M., and duly recorded in Vol. M96	
Y1	of the Mortgages on Page 79	
	Berneth D, Letsch, County Clerk	
FEE \$10.00	By pplle flater	