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3. Smarter will chicke thom you on more responsible. The sed insurance a nationics and pay the preadings be settion taked before and officit polleles of the formore, with each it concrete endowlement, in a concrete endowlement to the fidence, enclusive of foundations and (b) positions and each to the first set of heletic at says of laneth insunates with mascophic needs of the and soveral copyrishms. The fire insurance

## Some trans and the figures and TRUST DEED are sept in the first

## (Including Security Agreement and Assignment) TE CHOVIDISALES FINANCING. INC.

TRUSTEE'S NAME AND ADLRESS (COMPANY MAIN ST, KLAMATH FALLS, OR 97601 KLAMATH COUNTY TITLE COMPANY RATE LOAN AMOUNT MATURITY DATE	Name(s) and AKA: GEI Address(es) 4826 I	OUGLAS AVE	Address P7(Obnower)	SUITE 111 TACOMA, WA 98424	("Lender")
	KLAMATH COUN LOAN NUMBER	TY TITLE COMP	PAZIT MAIN ST, KLAMAT INTEREST RATE 08.250 % per annum	Maria and a mineral and	MATURITY DATE JUNE 1,2026

Grant of Lien and Security Interest the state of which is hereby acknowledged, Grantor For value, the current receipt and reasonable equivalence of which is hereby acknowledged, Grantor

hereby:

(1) conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Beneficiary the real property (land, buildings, improvements, minerals, hydrocarbons, easements, access and similar rights, appurtenances, 4826 DOUGLAS AVE, KLAMATH FALLS, OR 97601 which is legally described on Exhibit A, which is attached hereto and by this reference incorporated herein, tenements and hereditaments) located at \_\_\_\_

licenses, rents, royalties, products and proceeds thereof (the "real property"),

(2) grants to Beneficiary a security interest pursuant to Article 9 of the Uniform Commercial (code in all present and after-acquired tangible personal property (specifically including any trailer, mobile home or manufactured housing now cr. or to be brought onto the real property and generally described as: 

(the "Manufactured Hone"), fixtures, accessions, parts, contract rights, accounts, and general intangibles including leases, rents, insurance and condemnation proceeds and awards) (the "personal property"), and

3. 10040 (3) assigns and conveys to Beneficiary all present and future leases, rental agreements and executory contracts and all rents, profits, rights and entitlements arising from or related thereto (the "leases and contracts") subject to Grantor's limited right to collect rents, profits and proceeds prior to Grantor's default hereunder to secure prompt and complete performance of the obligations hereby secured.

Obligations Secured and a control model which it is that a small which it is the secure prompt and complete (a) payment by The lien and security interest granted in this trust deed secure prompt and complete (a) payment by Grantor of a note of even date, (b) performance of Grantor's obligatons under this trust deed and (c) reimbursement by Grantor upon Beneficiary's demand of any and all amounts advanced by Beneficiary to protect the validity of this trust deed, the pricrity or value of the lien of this trust deed or the condition or value of the real property, including principal, interest, penalties, fees and costs related to prior liens or encumbrances, insurance premiums, taxes and assessments and repair and maintenance costs and expenses paid by Beneficiary. input from out to high wolf in a stury? I have got been good

## Grantor Covenants

Grantor promises (covenants) that Grantor will do the following things for Beneficiary's benefit:

Grantor will pay the financial obligations secured by this trust deed when due.

discuss 2. Grantor will pry all taxes, assessments and similar governmental impositions levied and assessed against the real property when due; provided, however, that Grantors may pay taxes and assessments in accordance with any available installment method as long as Grantor makes the installment payments when due. Grantor will annually provide proof to 13 eneficiary that Grantor has paid taxes, assessments and similar charges when due. secured one of the second second part increase or in therein we say it bot person (restains)

## SEE PAGES 2 AND 3 FOR ADDITIONAL IMPORTANT TERMS THE POLICE I AND A TO I ADD TROUGH IN CONTAINE THIRD

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05/28/96 27:22 72-30124 (2/56) Oregon Land, Tome Page 1 of 3

In the event Granton; fail to make all such payments when due, Beneficiary may, in addition to requiring Grantors to cure such default, require that Grantors thereafter pay to Beneficiary on a monthly basis 1/12th of the amount of such taxes and assessments which Beneficiary reasonably estimates will be due and payable on the next following annual payment dute which Beneficiary will hold in a regular interest-bearing savings account at a federally-insured financial in titution and deliver to the tax collector within a reasonable time after those taxes or assessments become due. In the event that the estimates, plus the interest earned thereon, are not sufficient to pay the taxes or assessments, Grantons will immediately pay to beneficiary the amount of the deficiency so that taxes and assessments can be paid when due. The failure to pay taxes or assessments or to pay the estimates or the deficiency is a material default regardless of any other event of default.

- 3. Grantor will obtain from one or more responsible, licensed insurance companies and pay the premiums for and thereafter keep in full force and effect policies of (a) fire insurance, with extended coverage endorsement, in a coverage amount equal to the full replacement value for the residence, exclusive of foundations and (b) public liability and property damage insurance with reasonable deductible and coverage provisions. The fire insurance policy shall have such other terms, conditions and endorsements reasonably acceptable to Beneficiary, including a provision which requires at least 30 days advance written notice to Beneficiary before cancellation or a material change, and shall name Beneficiary as an additional insured. Grantor will give Beneficiary written notice of the occurrence of any event covered by insurance promptly after such occurrence. Grantor authorizes Beneficiary to participate with Grantor in any discussions with the fire insurance company as to payment of claims. It is agreed that all money received from claims on-fire incurance will be used only for repair or replacement of damaged buildings and improvements or for prepayment of the financial obligatons secured by this trust deed.
  - A bas diministry A yifthe citization 4. Grantor will keep the residence, land scaping and driveway in reasonably good and functional condition and repair and free of debis, Crantor will perform all such work in a good and workmanlike manner using first class materials and will ensure that all lienable charges relating thereto are promptly paid. Grantor will not remove buildings or improvements now located on the real property or engage in substantial improvements or remodeling without Beneficiary's prior written consent; provided, however that Grantors may make substantial improvements or remodel without any additional consent as long as (a) Grantor have on deposit funds sufficient to pay for such work when payment is due and (b) the value and utility of the real property following completion of the work will equal or exceed its value and utility prior to such work TANT
  - 5. Grantor will comply with all laws, regulations and orders applicable to the real property and its use and occupancy. Without limiting the foregoing, Grantor will not allow the real property to become a public or private nuisance or allow it to be used for any illegal activities or purpose whatsoever including, but not limited to, production, storage or disjoisal of controlled substances or hazardous wastes.
  - 6. Grantor will pay when due all charges for all utilities services provided to the real property including sewer, garbage disposal, water, gas and electrical service are inscential at electrical service.
  - 7. Grantor will allow Beneficiary to enter the real property and all buildings included therein at all reasonable times to inspect the property to verify compliance with the terms and conditions of this trust deed.
  - 8. Grantor will inderanify, defend and hold Beneficiary harmless from and against all claims, loss, liability and expense, including reasonable attorney fees and costs, in any way arising from or related to Grantor's failure to comply with the foregoing covenants of Grantor's ownership, improvement or use of the real property. This indemnity will survive any conveyance of the real property to Beneficiary or any reconveyance of the real property by Trustee. In the event Grantor fails to pay taxes and assessments, insurance premiums and utilities costs or fails to comply with governmental regulations or to properly maintain the real property, Beneficiary may do so upon 30 days' advance notice to Grar tor and any amount paid, plus interest thereon at the interest rate disclosed above from the date of disbursement, shall be part of the obligations secured by this trust deed. distributed principal enoughidates in the second in the end of the second

TIME IS OF THE ESSENCE. Grentor shall be in default without notice or demand under any one or Default; Remedies more of the following circuit istances: 1 one is boyo trans lide if lectured a count wile see in a

- e of the election of the continue of Contract subligates is independed in the count (c) reindearsement 1. Grantor fails to make any installment payment on the financial obligations secured by this trust deed when due on the same a remaindance of the base which and add to reflect to the con-नामान्याच्यु अवन्य वास्त्री है देवता र विमे कर र के को किया को है स्वति है है
- 2. Grantor fails to obtain and maintain insurance coverage as required above or fails to pay when due taxes and assessments or any other charges which could result in a lien against the real property.
- 3. Grantor fells to comply with any non-financial covenant within 20 days following receipt of Beneficiary's written demand to cure such default; provided, however, that if the default is of such a nature that cure cannot be completed within the 20-day period, then the 20-day period shall be extended as long as reasonably necessary as long as Grantors have suix antially commenced the curative action within that period and are proceeding diligently and steadily toward completion of such action.
- derece bus pe determine adments and diamine conference whem do 4. Grantor conveys by sale, lease, mortgage, assignment or other direct or indirect conveyance or encumbrance the real property or any significant part thereof or interest therein to any other person (including individuals and organizations) without Ben eficiary's prior written consent. SEE PAGES 1 AND 3 FOR ADDITIONAL IMPORTANT TERMS

PEREZ GERARDO #952891308180/ACAPS 05/23/96 17:22 72-38128

Initial(s) \* 41-x 41.
Page 2 of 3

5. Grantor becomes the subject of insolver by proceedings. In the event of Grar tor's default, Beneficiary may, but shall not be obligated to, accelerate (i.e., make immediately due and payable) all inancial obliage tions secured by this trust deed and foreclose this trust deed by advertisement and sale or by judicial proceedings as a mortgage and may repossess and dispose of personal

In the event the real property is in the poesession of a third person under a lease or rental agreement at the property as a part of that proceeding. time of a default, Beneficiary shall be entitled to collect all rents and other income payable with respect to the real property from the third person following Grantor's default and all such income, net of collection costs, shall be applied against the obligations secured. Grantor hereby irrevocably authorizes and instructs the third person to applied against the configures seemed. Clause according to the disputes Beneficiary's right to receive such payments. All amounts so paid shall be credited against the third person's obligations to Grantor as though paid directly to Grantor. Beneficiary may cause a receiver to be appointed for the real property and the rents and other income upon Grantor's default whether cr not the value of the real property exceeds the obligations secured and whether or not a receiver could be appointed under the rules of civil procedure.

Grantor promises to pay all reasonable costs and expenses, including the trustee, attorney fees, foreclosure report (trustee sale guaranty) and environmental audit report costs, incurred by Beneficiary in enforcing the obligations secured by this trust deed whether or not a civil action (or similar proceeding including claims and proceeding in bankruptcy) is commenced, prosecuted or appealed and in enforcing, interpreting and protecting this trust deed and in foreclosing this trust deed by advertisement and sale or by judicial means.

This Trust Deed shall constitute a Financing Statement filed as a fixture filing and shall perfect any security interest in the Manufactured Home granted or assigned to the Beneficiary hereunder or pursuant to the Financing Statement Note or any other agreement or assignment whatsoever under the Uniform Commercial Code as adopted in the state in which the real property so secured by this Trust Deed is located, from the date of its recording. The Grantor hereby grants to Bereficiary and Beneficiary has and may enforce a security interest in and to the Manufactured Home toge ther with all appliances, fixtures, furniture, equipment and skirting and additions thereto, all proceeds thereof and neces sions thereto, under the Uniform Commercial Code, in addition to the lien hereby imposed upon the same as part of the real estate.

Grantor agrees that Beneficiary may, in its sole discretion, choose to purchase insurance on the real property, including but not limited to flood insurance, if applicable, protecting Grantor's, Beneficiary's, or Forced Placed Insurance Grantor's and Beneficiary's interest, if Beneficiary determines that there is no such insurance coverage currently in effect. The cost of obtaining such forced placed insurance shall be added to the indebtedness secured by this Trust Deed and shall bear interest at the rate set for th in the Note.

This trust decil may be executed and then multiple copies made thereof as necessary, but only the trust Original and True Copies of This Trust Deed deed bearing the original signatures shall be deemed the Original. No security interest in the subject real estate may be created other than through possession and recording of the Original.

The obligations of each person herein called Grantor shall be joint and several. The terms of this trust deed shall bind and inure to the benefit of the respective successors and assigns of Grantor, Trustee and Beneficiary; provided, hovever, that the foregoing does not grant to Grantor the right of conveyance or assignment without the prior written consent of Beneficiary in each instance.

The original or a photocopy of this trust deed may be filed and/or recorded as a financing statement in state and county UCC records. Grantor convenants to execute any application for certificate of title or similar document which may be necessary in connection with perfection of the security interest in personal property. The parties intend that all of the tangible personal property be treated as real property to the maximum extent allowed

No term or condition of this trust deed shall be deemed waived unless it is expressly waived in a writing signed by Beneficiary. For bearance will not constitute a waiver or the grounds for the claim of estoppel under any circumstances. If a matice or demand is required, it shall be given by certified mail, return receipt requested, with a copy by regular first class mail to the last address of Grantor known to Beneficiary by reason of this trust deed or a ived from Grantor. If Grantor refuses to accept certified mail, then notice shall be deemed to have been

notice received from Grantor. If Grantor refuses to accept given by regular first class mail. SEE PAGES 1 AND 2 FOR ADDI	TIONAL IMPORTANT TERMS
GERARDO R. PEREZ	ANA LUISA PEREZ
AKA: GERARDO R. PEREZCOTO STATE OF OREGON COUNTY OF Klanyth The foregoing instrument was acknowledged before me th GERARDO R. PINEZ AND ANA LUISA PERE	
Notary Public for Oregon  My commission expires: June 8, 1999  #952891308180/ACAPS 05/22895 17:22  Sul Nova	OFFICIAL SEAL SUE NOVA SUE NOVA NOTARY PUBLIC - OREGON COMMISSION NO. 044490 COMMISSION EXPIRES JUNE 08, 1999 MY COMMISSION EXPIRES JUNE 08, 1999 Page 3 of

EXHIBIT "A"

Lot 19 of Tract 1233, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PEREZ 4826 DOUGLAS AVE IXLAMATH FALLS, OR 97601 1 952891308180

STATE OF OREGON: COUNTY OF KLAMATH: SS.

	Klamath County	Title	the7th	day
Filed for record at request of of June	A.D. 19 96 at 3:30	o'clock P.M., and dul	ly recorded in VolM9	)6,
	of Mortgages	on Page 1681 Berneth	a G. Letsch, County Clerk	•
FEE \$25.00		By_\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	man Lugar	
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