of conditional extractions of the contract of the second enterior of the condition of the c

WHEN RECORDED MAIL TO: 1918 | Early and 19 South of V and mysq and the safether find special to odi o ili ili sizui vidinati ar resilmedi oli i rilloredi rodudi tali oriopo, fina di dori cui di sicuna di P.O. Box 24610 aggini di e più taligot e i biori fina radici di di sicunati anti cara ca la taligot e i biori fina radici di orio di sicunati anti fina additiva di constituti come as because the in the event that he estimates; I list I | interest currer beream, fre net sufficient to pay the text of the contest of the text of the first of the first the test of the deficiency so that takes derived by the material defores gradiess of any other event of a last section of the parties of the

3. Smarter will chicker from one or more responsible. They sad insurance companies and pay the great lines 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 heleting a gayone banaga insurance with mascophic notical fie and covera copyrishing. The fire insurance policy shad long a rob over time conditions and orders could be soughly accessful to Benediciny, including a produce of the condition of the c

describerate de la compositiona TRUST DEED inverse qualitation de

(Including Security Agreement and Assignment)

the first of the contract of t	THE CIT GROUP/SALES FINANCING, INC.
GERARDOE PEREZ	3700 PACIFIC HWY. EAST
Beneficiary	3700 PACIFIC HWY. LASI
REPORTS I. ANALUBIAL DESCRIPTION OF THE PROPERTY OF THE PROPER	Latinian de la di
	159115111
Name(s) and AKA: GERANDU L. PERCENTER Address	TACOMA, WA 98424
· Address(es) ANZO BRIE BILLIAO A VACCIONAL) El vaccio del Colo (Colo (C	("Lender")
KLAMATH FALLS, OR 97(Librower)	All the state of t
KLAWAI H FALLS, OR 21 Chama, 1	
TRUSTER'S NAME AND ADDRESS policy visings 1 per sell to the	(a) (a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(a)(
TRUSTERS MANUSAMPAPPE STOTE DESIGNED TO THE TRUSTERS OF THE TR	A PROPERTY AND THE CONTRACTOR OF THE PROPERTY

AMATH COUNTY TYTLE COMPANIVAIN ST, KLAMATH FALLS, OR S

KLAMATH	COOKIN HILLER CON	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	LOAN AMOUNT	MATURITY DATE
LOAN NUMBER	DATE	INTEREST RATE	CE7 031 96	JUNE 1,2026
20121111111	1AY 31,199	6 08.250 % perannum	337,331.00	

o seing on Albing a suppose of a maging term of 1 works until the items of againment left the total and items of Grant of Lien and Secur by Interest of war and related to a large to the total force of the control of Lien and Security Interest

For value, the current receipt and reasonable equivalence of which is hereby acknowledged, Grantor

(1) conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Beneficiary the real property hereby: (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,

licenses, rents, royalties, products and proceeds thereof (the "real property"), (2) grants to Beaeficiary 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 Horre"), fixtures, accessions, parts, contract rights, accounts, and general intangibles including leases, rents, insurance and condemnation proceeds and awards) (the "personal property"), and

(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 confident model of 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 Beneficiar, 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 their bold in a stury? I have dut 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

#95209130818Q/ACAPS

Page 2 of

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.
 - 4. Grantor will keep the residence, landscaping and driveway in reasonably good and functional condition and repair and free of debis, Grantor 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.
 - 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 disposal of controlled substances or hazardous wastes.
 - 6. Grantor will pay when due all charges for all utilities services provided to the real property including 6. Grantor will pay v/nen due an charges to be inserting a service sewer, garbage disposal, vater, gas and 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 inderenify, defend and hold Beneficiary harmless from and against all claims, loss, liability and expense, including masonable 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 axes 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 for 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. benease edutal scatned day to be some on his construction of

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 our to book most life to be heady account wile see to

- e of the electron and the continue of Contract subligates a under this true deed and (c) reliabersement 1. Grantor fails to make any installment payment on the financial obligations secured by this trust deed when due, or all to an average distinction and on the between the following the author of the contract of the राजीकरायु अरुवा राज्या है राज्या र विद्या राज्या के अर्था है उठके वृक्ति वर्ष केल्या राज्यात्र र नेवार करते है जोगी, र
- 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 substantially 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 ficiary'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

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 imancial 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 possession 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 Financing Statement security interest in the Manufactured Home granted or assigned to the Beneficiary hereunder or pursuant to the 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 accer 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 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 deed 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, however, 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 eddress of Grantor known to Beneficiary by reason of this trust deed or a notice received from Grantor. If Grantor refuses to accept certified mail, then notice shall be deemed to have been

AND 2 FOR ADDITIONAL IMPORTANT TERMS given by regular first class mail. SEE PAGES 1 ar: GERARDO R. PEREZ AKA: GERARDO R. PEREZCOTO STATE OF OREGON 199 6 , by The foregoing instrument was acknowledged before me this 31st day of COUNTY OF GERARDO R. PINEZ AND ANA LUISA PEREZ OFFICIAL SEAL SUE NOVA NOTARY PUBLIC - OREGON COMMISSION NO. 044490 SSION EXPIRES JUNE 08, 1999 On:egon Notary Public for My commission expires: MY COMMISSIO # 95289130818Q/ACAPS

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, OIL 97601 1 952891308180

STATE OF OREGON: COUNTY OF KLAMATH: ss.

	Klamath County	Title	the	7th day
Filed for record at request of	A.D. 19 96 at 3:30	o'clock P M	., and duly recorded in	vol. <u>M96</u>
of June of	Mortgages	on Page	16812 Bernetha G. Letsch, C	County Clerk
		By C	Similar of Million	Lugans
FEE \$25.00			8	
	看一定:背脑上路 "自己""特别,把那只			