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For the purpose by a loan agreemen		ent of the th, I lade	indebtedness in t by grantor, payed	e principal sum of \$ <u>42742.22</u> and all other lawful charges evidenced to the order of beneficiary at all times, in monthly payments, with the full debt, it and any extensions thereof;
(2) performance of		ena ir hoi	sin contained; (5)	payment of all sums expended or advanced by beneficiary under or pursuant to
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	curity of this trust dec	d, Ol ante i	agrees:	
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b. Upon default by granter in payment of an / link bledness secure of in his performands of any agreement, the beneficiary may declare all sums oblig ations secured hereby and proceed to force tide a this trust deed in a manner provided by law.

secured immediately due and payable. In such expert beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or cliect if a tructee to foreck so this trust deed by acceptisement 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

- 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 there by the granter 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, greet for shall pay beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon ck mand.
- 12. After a lawful lapse of time following the recordation of the not coordefault 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 pays se 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.
- 15. When the trustee sells pursuant to the powers provided, trust se shall apply the proceeds of sale to payment of (1) the expenses of sale, including the lawful fees of the trustee and the reason able fees of the ir istee'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 it 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, t owers and duties conferred upon any tructee f ϵ rein named or appointed hereunder.

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

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 cleed applies to, inures to the benefit of and thirds all parties here to, their heirs, legatese, devisees, administrators, executors, successors and accigns. The term beneficiary shall mean the halder and owner, including pledges, of the note necured hereby, whether or not named as a beneficiary

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