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TRUS	T DEED TO CONS	UMER FINANCE LICEN	NDEE	
THIS TRUST DEED, made	this 12th	day of August		<u>, 1996 </u>
Detween Robert W. Braine &	Gayle M. Bonine.	an estate in fee sim	ple as tenants	by the en
as Grantor, and <u>Klamath Count</u> as Trustee, and American General F	inance, Inc., as Benef	iciary,		*.
		NESSETH:		
Grantor irrevocably grants, t	pargains, sells and co	nveys to trustee in trust, w	ith power of sale, t	he property in
Klamath	County,	Oregon, described as:	,	
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together with all and singular the te	nements hereditame	nts and appurtenances and a	Il other rights thereur	to belonging or
in anywise now or hereafter appli- attached to or used in connection	with said real estate.	FOR THE PURPOSE OF SE	CUMING PERFURN	ANCE of each
agreement of the granter herein co	intained and also secu	ring the payment of the sum	015 35829.50	
this day actually loaned by the b payable with interest to the benefic	eneticiary to the gran	tor for which sum the grant monthly installments. Th	he first payment of 44	1.60
will become due and navable on t	the 16th	day of September	, 1996 (and subsequent
payments of <u>441.60</u> installment on said note in the sur	each on the same	day of each month thereafter will become due and	r until sala nole is iui	ıy palo;une πna ist 16.
eaid note hears interes	tat 12,50 %	ner annum. The note include	s\$ 1200.00	in points
a PREPAID FINANCE CHARGE t	hat is financed so the	actual effective ANNUAL PER	RCENTAGE HATE IS	
All installments include principal a prepayment of said note in full or i	and interest and, as p n part may be made at	aid, shall be applied first to in t any time.	nterest and then to u	unpaid principal
THIS TRUST DEED AND T	HE NOTE IT SECURE	SARE NOT ASSUMABLE.		
The date of maturity of the of said note becomes due and pa	deht secured by this i	nstrument is the date, stated	above, on which the	final installmen
of said note becomes due and particular therein is sold, agreed to be so instrument, irrespective of the mark shall become immediately due and	old, conveyed, assign aturity dates expresse	ed or allengted by the trus	tor. All odiidalions :	Secured by this
The above described real	- payabio.	is not (state which) curre		

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiarles, affiliates, agents or branches, or the United States or any agency thereof. The licensee is always the beneficiary. This form not suitable for loans less than \$2,000.

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1. To protect, preserve and maintain said property in good condition and repair; not to remove b demolish any building or improvement thereon; not to commit or permit any waste of said property. 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may

be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire with extended coverage, vandalism and malicious mischief in an amount not less than \$_____, written in companies acceptable to the beneficiary, with loss payable to the latter and to grantor as their interests may appear; all policies of insurance shall be delivered to the beneficiary as soon as and to grantor as their interests may appear; all policies or insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. Grantor hereby authorizes and directs beneficiary to procure, if procurable, such credit life or credit life and disability insurance as grantor may have authorized, pay the premiums on all such insurance and deduct the amounts so actually paid from the proceeds of the loan. The amount collected under any fire or other insurance policy and in such order as

fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as the or other insurance policy may be applied by beneficiary upon any indebtedness secured nereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the grantor fail to so insure or to preserve the collateral for this loan, the beneficiary may purchase such insurance and add the amounts so paid to the unpaid principal balance to bear interest at the rate specified above and constitute an additional obligation of the grantor hereunder to be paid over the remaining the rate specified above and constitute an additional obligation of the grantor hereunder to be paid over the remaining the rate specified above and constitute an additional obligation of the grantor hereunder to be paid over the remaining the rate specified above and constitute an additional obligation of the grantor hereunder to be paid over the remaining the rate specified above and constitute and additional obligation of the grantor hereunder to be paid over the remaining the rate specified above and constitute and additional obligation of the grantor hereunder to be paid over the remaining the rate specified above and constitute and additional obligation of the grantor hereunder to be paid over the remaining the specified above and constitute and the amount secures constructs with the remaining unsaid installent to be additional obligation of the grantor hereunder to be paid over the remaining the specified above and constitute and the amount secures constructs with the remaining unsaid installent to be additional specified above the remaining the specified above and constitute and the specified above and the specified above the remaining the specified above and term of the promissory note which this instrument secures concurrently with the remaining unpaid installments.

The following warning applies if, as a condition to closing your loan, we have required that you maintain property insurance on property securing this loan:

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. The insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage

Hade against you. Four may later station this obstated of y processed by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

5. To keep said premiums from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee.

It is mutually agreed that:

7. In the event that any portion of all said property shall be taken under the right of eminent domain, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it upon the indebtedness secured hereby; and grantor agrees, at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

8. If this Deed of Trust is subject and subordinate to another Deed of Trust, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or our interest on said prior Deed of Trust, the interest thereon from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the accompanying note shall be deemed to be secured by this Deed of Trust; and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the amount secured by this Deed of Trust and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

9. At any time and from time to time upon written request of beneficiary and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a court appointed receiver and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, upon any indebtedness secured hereby, and in such order as beneficiary may determine. After grantor's default and referral, grantor shall pay beneficiary for reasonable attorney's fees actually paid by licensee to an attorney not a salaried employee of licensee.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of insurance policies or compensation or awards for any taking or damage to the property, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage provided by law 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 his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.753, may pay to the beneficiary or his successors in interest respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The 14. Otherwise, the sale shall be need on the date and at the time and place designated in the notice or sale. The trustee may sell said property either in one-parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the starter and beneficient, may purchase at the sale. including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (3) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law 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. Each such appointment and sustitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the recording officers of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought

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 estate property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

- The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
- (a) *primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), for an organization, or (even if grantor is a natural person) are for business or commercial purposes other (b)
- than agricultural purposes.

This deed applies to, insures 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 been four block and

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IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-In-Lending Act and Regulation Z, the beneficiary should make the required disclosures.

(ORS 93.490)

a tread OR THE NOTE which it secures. Both must be delivered to the frustee for

(If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON <u>SS</u> County of Personally appeared the above named rannine R acknowledged the foregoing instrument to be and ner voluntary act and deed. € (OFFICIAL SEAL) Votan or Oregor My commission expires: OFFICIAL SEAL LISA MILLS NOTARY PUBLIC-OREGON COMMISSION NO. 018864 COMMISSION EXPIRES OCT. 4, 1996

STATE OF OREGON,)) ss.
County of	53.
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