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- 8. Upon any default by grantor or if all or an / part of the pror s ty is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in percon 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 notice of default or invalidate any act done pursuant to such notice.
- 9. Upon default by granter in payment of any indebtedness secured or in his parformance of any agreement, the beneficiary may declare all sums scured 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 dead 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 dead 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 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, grantor shall pay heneficiary 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 reusonable 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)
- 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 trustoo 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

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

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 hold or 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

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## PARCEL 1:

Lot 6, Block 213, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, EXCEPTING THEREFROM the West 1 foot, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## PARCEL 2:

Beginning at the Southwest corner of Lot 26, SUMMER HEIGHTS; thence West 30 feet along the South line of Lot 34, ELMWOOD PARK; thence North parallel to the West line of Lot 26, SUMMER HEIGHTS, a distance of 90 feet; thence East parallel to the South line of said Lot 34 a distance of 30 feet to the West line of said Lot 26; thence South along the West line of said Lot 26, SUMMER HEIGHTS, 90 feet to the point of beginning, being a portion of Lot 34 of ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO, the West 70.8 feet of the South 90 feet of Lot 26, and the West 5 feet of the North 56.1 feet of Lot 26, and the West 5 feet of Lot 27 of SUMMER HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE	E OF OREGON:	COUNTY OF	KLAMATH: ss	Maria di Sal					
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