BRANTOR(S): //95704470 INITIAL SPOUSE'S MAME OF OREGON, INC. UNST MANE STATE NANCY RUTH SOFOREGON, INC. 20370 Empire Ave. #C5 MULTIME ADDRESS STATE STATE Zim Bend , OREG MULTIME ADDRESS STATE Zim Bend , OREG MULTIME ADDRESS STATE Zim Bend , OREG MULTIME ADDRESS STATE Zim Bend , OREG HIS DEED OF TRUST, made this 6th day of November	28085 DEED OF TRUST WI	TH ASSIGNMENT OF RENTS	Vol. <u>M96</u> Page 353
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even. ArChUP J. 02165 and Mancy. Ruth 02165	THIS DEED OF TRUST, made this 6th	day of November	Bend, OREGO
https://www.accounter.org/acco	between Artnur J. Ozias and	Nancy Ruth Ozias	
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See Exhibit "A" for legal description	following described property situated in	VI amoth	O TRUSTEE IN TRUST, WITH POWER OF SALE th
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sendential by enewal or refinance herewith executed by Grantor and payment due on Nov 20, 2006 childs to be Tromissory Note?) dated by made; (3) payment of any additional advances in a principal sum not exceeding; and this Deed of Trust shull not secure more than, the aggregate that hot constitute a commitment to make additional leans in any amount; (4) The carbon of any of them, with interest thereon, at may be been the transmitter to the payment of any more than the aggregate that hot constitute a commitment to make additional leans in any amount; (4) The carbon of any more than the aggregate the of Thust, with interest thereon, when thereon, when thereon, when the even and the payment of any more than the secure by a constance with the covenants of a principal. The payment of laxes and assessments that may be levid and assessed against said premises, insurance premiums, repairs, and all other THE ECCURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES. (1) To be payment of manner, in such amounts and all other the another the secure of the payment of interst due on said loan. (THIRD: To the payment of principal. ROTECT THE ECCURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES. (1) To be pay and the loss proceeds at the forecast of the payment of interst due on said loan. (THIRD: To the payment of interst due on said loans.) The payment of the protect the secure the provide the secure to the payment of interst due on said loans. The payment of the protect the secure to the payment of interst due on said loans. (1) To be pay all taxes and assessments of the protect the secure to the payment of the pay and there on the protect the secure to the pay and the loss proceeds at the beneficiary may form times to the approvements for the protect the secure to the pay and the secure to the payment of interst to be endificary to the full value of the payment of the protect the secure to the payment of the payment of the payment of the protect to be endificary is and the loss proceeds at the openetic when the interst of Beneficiar	R THE PURPOSE OF SECURING: (1) Pe	rformance of each agreement of Grantes and indebiedness	hereby secured by any lawful means.
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FIRST: To the payment of taxes abugation secured by this Deed of Trust shall be applied in the following order: es and expenses agreed to be pield by the Grantor(3). SECOND: To the payment of interest due on said loan: (THRD: To, the payment of principal. ROTECT THE SECURITY HEREOF, GRANTOR(5) COVENANTS AND AGREES: (1) To keep asid premises insured against fire and such other anters as Beneficiary may from time to time approve, and to keep the policies therefore policy on to deposit with Beneficiary and such amounts and in such amounts and Beneficiary may from time to time approve, and to keep the policies therefore policy on to, or to the restoration of said improvements. Such amounts and Beneficiary and I Beneficiary's option; be applied on said indebtedness, whether endorsed, on deposit with Beneficiary and that loss proceeds are able to a solution of the same to the same to the foreclosure said. (2) To pay all Trust. In the even of Foreclosure, all rights of the or may be levied uponts aften in force shall pays before the day fixed by law for the first interest of panella to accelenticiary, as a previate of any kind that have require and deliver to Beneficiary as and spats thereof, or upon the debt secured hereby, or upon under Paragraphs I work and that mays be a set of the proper showing paryment of all such assessments. (3) In the event of default by Grantor(4) under Paragraphs I work, the official receipt of the proper showing paryment of all such assessments without determining the validity thereof, and (c) such adverted of and pay the or with and part the indebtedness. Such adverter by due and collectible or not, may (a) effect the insurance above, Beneficiary, as is position to all part of the indebtedness secured by this Deed at taxes and shall be time data to the indebtedness secured by this Deed at the supprese within one hundred eighty days or restore prompily and the property which is secing to the there of the insurance of any period ind and apy the or will not permit the principal balance of a	Deed of Trust	acst dieteon, where the amounts are advanced to prot	tect the security in accordance with the covenants of
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her electing to declare the whole indebredness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the dable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disburstments shall be imaginated to prove the single of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary. (4) To pay when due any or will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Deed of Trust until this Deed of trans and shall be immediately due and payable by Grantor(s) to Beneficiary. (4) To pay when due any or any enior lien to increase above the balance at the time of the making of this Deed of Trust until this Deed of trans or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to cond and workmanike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed of said premissory. Note, that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be all lability of any person for the payment of said indebtedness or the line of this instrument upon the remainder of said premissory. That he is seled of the premises in fee simple and has good and lawful right to constructed, or of any portion thereof, may be changing and no change in the contrast the lawful daily right to contrary the same (8) and that be does hereby foreer (6) and has be errowed. Simo said premises the full annot of said premises of the promises of the lawful daily right to contrary the indebtedness hereby secured, or of any portion thereof, may be all lability or the payment of said frame and possission thereof against the lawful daily right to convey the same (8) and that be does hereby foreer they created for the right against in the peri	or may be levied upon said premises, or any p	art thereof, or upon the debt secured hereby or upon the	ill taxes and special assessments of any kind that have
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shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises, to complete within one hundred eighty days or restore promptly and aterials furnished therefor; (6) If a signer of the promises of inspecting the premises, to complete within one hundred eighty days or restore promptly and aterials furnished therefor; (6) If a signer of the promisory Note, that he will pay, promptly the indebtedness secured hereby, in full compliance with the ed or renewed and any portion of the promisory Note, that he time of payment of the indebtedness secured hereby, in full compliance with the ed or renewed and any portion of the premises in fees simple and has good and lawful right to convey the same; (8) and that he does hereby forever al liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said reby created. (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; (8) and that he does hereby forever AUUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter reflex on or proceeding be file in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the efficiary on the application of the promissory Note eaving or here one who may be entitled to the application of the promises by r(5) to the Beneficiary under this Deed of Trust or ander, the Promissory Note said Promissory Note as the same may hereafter reflexion or proceeding be file in any court to enforce any lien on claim against or interest in the premises, then all sums owing by the efficiary on the application of the Beneficiary or assigner, or any other person who may be entitled to the monies due thereon. In the event of such	ed a part of the indebtedness secured by this I on the property which is senior to the lien of	Deed of Trust and shall be immediately due and payable b	validity thereof; and (c) such disbursements shall be
Beneficiary to enter at all reasonable times for the purpose of inspecting the contrary to laws, ordinances or regulations of proper public authority, and to obe and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed of said Promissory Note and this Deed of Trust, and that the time of payment of the indebtedness secured hereby, in full compliance with the ed or renewed and any portion of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the edness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the all liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said reby created. (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; (8) and that he does hereby forever dut in the performance of any agreement hereof against the lawful claims of any and all persons whatsoever. MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter r(s), or should any action or proceeding be filed in any court to enforce any lie on, claim against or interest in the premises, the affect any such desposition of the premises by reficiary on the application of the Beneficiary or assignee, or any other person what soerver. The beneficiary not he application of the Beneficiary or assignee, or any other person what soerver. The the principal balance of any all sums owing by the efficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such default, and Truste shall file such notice for record in each county where insid property or some part or parcel thereof is situated. Beneficiary als	shall have been paid in full. (5) To keep the b	ny senior lien to increase above the balance at the time o uildings and other improvements now existing or bareafter	anted by any senior lien or by any senior lienholder, of the making of this Deed of Trust until this Deed of
the principal balance at the time of the premises in fee simple and has good and lawful right to convey the same; (8) and that he does hereby forever AUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter a due, or upon default in the performance of any agreement hereunder, including causing or permitting the principal balance of any senior lien to increase r(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the efficiary under this Deed of Trust or under the Promissory Note cause any lien on, claim against or interest in the premises, then all sums owing by the efficiary on the application of the Beneficiary or assignce, or any other person who may be entitled to the monies due thereon. In the event of such default, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit hereof as required by law.	it Beneficiary to enter at all reasonable times f ood and workmanlike manner any building w	trary to restrictions of record or contrary to laws, ordinal or the purpose of inspecting the prenises, to complete wi hich may be constructed demonstrations, to complete wi	the rection in good condition and repair, not to commit nees or regulations of proper public authority, and to thin one hundred eighty days or restore personal
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tered to the and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever. MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter the principal balance at the time of the making of this Deed of Trust or, subject to paragraph (14) hereof, upon said or other disposition of the premises by r(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the efficiary under this Deed of Trust or under the Promissory Note action course the same may hereafter r(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the efficiary on the application of the Beneficiary or assignce, or any other person who may be entitled to the monies due thereon. In the event of such default, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit hereof as required by law. Hereof as required by law. Hereof as portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation trustee, assussments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the trust Deed, the Grantor or mobinary of record on the property, or any part of it; any Beneficiary under a subordinate Trust Deed or any part of that obligation, the assussments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or mbrance of record on the property, or any part of it; any Beneficiary under a subordinate Trust Deed or any part of that obligation, mbrance of record on the property, any part of it; any Beneficiary under a subordinate Trust Deed or any part of the contor or mbrance of	nal liability of any person for the payment of s tedness then remaining unpaid, and no chang	ses herein described may, without notice, be released fro said indebtedness or the lien of this instrument upon the n e in the ownership of said near instrument.	om the lien hereof, without releasing or affecting the emainder of said premises for the full amount of reid
he principal balance at the time of the making of this Deed of Trust or, subject to paragraph (14) hereof, upon sale or other disposition of the precises by the principal balance at the time of the making of this Deed of Trust or, subject to paragraph (14) hereof, upon sale or other disposition of the precises by referring the analytic of the making of this Deed of Trust or, subject to paragraph (14) hereof, upon sale or other disposition of the precises by referring the analytic of the geneficiary under this Deed of Trust or under the Promissory Note as the same may hereafter (15) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of inary may execute or cause Trustee to execute a written Notice of Default and of Election To Cause Said Property To Be Sold to satisfy the obligation and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit hereof as required by law.	nt and will forever defend the title and posse	emises in fee simple and has good and lawful right to co	or otherwise affect any such personal liability or the
r(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the r(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of efficiary on the application of the Beneficiary or assignee, or any other person who may be entitled to the monies due thereon. In the event of such addition and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall default, ustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give hereof as required by law.	the principal balance at the time of the maintenance of	aid Grantor(s) shall fail or neglect to pay installments of any agreement hereunder, including causing or permitting	on said Promissory Note as the same may hereafter
and rustee shall file such notice for record in each county where in said property or some part or parcel thereof is situated. Beneficiary also shall deposit ustee, the Promissory Note and all documents evidencing expenditures secured hereby, whereupon Trustee shall fix the time and place of sale and give hereof as required by law. Hereof as required by law. Hereof as portion of any obligation secured by this Trust Deed has become due by reason of a default of any part of that obligation, taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or motion of record on the property, or any part of it; any Beneficiary under a subordinate Trust Deed or any nervon baying a sub-officiary or	or(s), or should any action or proceeding be f	iled in any court to enforce subject to paragraph (14) here	eof, upon sale or other disposition of the promise
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instance of record on the property, or any part of it; any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien exercised, may pay to the Beneficiary or his successor in interest, respectively; the entire amount then due under the terms of the Trustee's sale if the power of sale therein obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's ault. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and thereby cure	coteon in latin in presidentia IVI Illatila	inco of advances made by a RanaBalani L	when or a octault of any part of that obligation
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(3) After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Granior(5), shall sell said property on the date and at the time and place designated in said Notice of Sale, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by sich person at the time and place last appointed for the sale revery such case, notice of Sale. Trustee shall execute and deliver to the purchase its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitls in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and Attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the highest rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the County in which the sale took place

(4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, in the event such possession has not previously been surrendered by Grantor(s).

(5) Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

(6) Upon payment in full by said Grantor(s) of his indebiedness hercunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law,

(7) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor.

(8) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(9) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall hure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate.

(10) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(11) Trustee accepts this Trust when this Deed of Trust, 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(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee

(12) If any Debtor is a married person, he represents and warrants that this instrument has been executed on his behalf, and that he has not executed the same as surety for another.

(13) The undersigned Grantor(s) requests that a copy of any. Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

(14) In the event the Granto(s) transfer(s) the ownership of the said premises, or any part thereof, the entire unpaid balance of the debt secured hereby shall immediately become due and payable at the option of Beneficiary; however, Beneficiary may permit an assumption of Grantor's obligations by a party satis-factory to Beneficiary.

(15) Any wording in this Trust Deed providing for the recovery by the Beneficiary of attorney's fees and costs notwithstanding, the Beneficiary or Trustee shall not be entitled to recover collection expenses of any kind; including; but not limited to Trustee fees and attorney's fees, except as the same maybe allowed by the Oregon Consumer Finance Act or other applicable law.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date November 6, 1996

Signed sealed the presence of Su mete witers the s 1996 100 10 113 Stricher (SEAL) as with an intervite - where the Grantor-Borrower Lease Ricknood Arthur J. Ozias a d et permaner perconda roccured en function entre bet execution, e Daney y BIAR (SEAL) Witness Grantor-Borrower Mancy Ruth Ozias and besidence of 10 County of Deschutes 1110年6月1日代前日1月1日 November ancia i historia de On this6th 19_96 day of ____, Personally appeared the above named Aruth J. Ozias and Nancy Ruth Ozias da a A their acknowledged the foregoing in their voluntary act and deed. Before me: 33 OFFICIAL SEAL LINDA LEE TAPSCOTT NOTARY PUBLIC-OREGON COMMISSION NO. A DA2080 ULINY COMMISSION NO. A DA2080 ULINY COMMISSION SOFIRES APRIL 27, 1999 ίs. Notary Poolic for Oregon TO TRUSTEE: REQUEST FOR Dated The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name. Mail Reconveyance to: By By Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made, County. g fixed TATE 204 的知识 page 1 ò W cluck ounty itness 9 in i licia rtify S 11.18 ORECON i ha k_{ij} 974 V $\kappa 135$ 20115 dia di Tecol Ę DH. a cuis2 4 11 that 14 Ö.24 . संस्थित Χ 5 ÷ g 01.1 Record and recon F. 1. Hiti 100 1.1 Ine 24 within ba -113 :50 10 rded Mor sea instrument <u>_6</u> 120 666 5 CARD IN 5 gage 1.40 000% <u>in</u>77 296301**5**0 0 6 Deput Grantor cliciary 有常主作的科 CO. said ۶

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EXHIBIT "A" DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon.

A parcel of land situate in the SW2 of the SE2 of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The following easement is appurtenant to the above described property and is not insured hereunder, but should be a part of the forth comming convevance.

Together with a easement for ingress and egress over the Westerly 20 feet of Lot 1 Block 1 of Riddles Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, as described in deed recorded November 12, 1993, in Volume M93 page 29857, Deed records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: 55.

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