

33789

TRUST DEED

Vol. 1997 Page 6393

THIS TRUST DEED, made this 27th day of FEB 97

between GARY HICKEY and BECKY HICKEY AS TENANTS BY THE ENTIRETY, as Grantor, AMERITITLE, as Trustee, and

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH

Parcel 2 of Partition 55-91 located in the NE 1/4 of Section 22, Township 39 South, Range 8 East of the Willamette Meridian, of Klamath County, Oregon, as filed with the Klamath County Surveyors Office, being more particularly described as follows:

Beginning at the N 1/4 corner of said Section 22, thence N 89 degrees 53' 53" E, along the North line of said section, a distance of 1155.35 feet to the Northwest corner of Parcel 3 of said partition; thence leaving said North line S 10 degrees 16' 48" W along the west line of said Parcel 3, a distance of 1349.15 feet to a point on the South line of the N 1/2 NE 1/4 of said section; thence S 89 degrees 54' 50" W, along said South line, a distance of 907.50 feet to the center North 1/16 of said section; thence N 00 degrees 18' 20" W along the centerline of said section, a distance of 1326.82 feet to the point of beginning.

(b) Street Address:

5969 ROUND LAKE ROAD
KLAMATH FALLS, OREGON 97603

which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 11972.44 and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 03/04/04; and any extensions thereof;

(2) performance of each agreement of grantor herein contained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon.

To protect the security of this trust deed, grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.
2. To provide, maintain and keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require, in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary. All insurance policies and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptable to Beneficiary. Grantor hereby confers full power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Beneficiary's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward payment of the note shall not extend or postpone the due date of monthly installments due under the note.
3. To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.
5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.
6. If Grantor fails to perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Beneficiary may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

Deliver to

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

3926 SOUTH 6TH STREET KLAMATH FALLS, OR 97603

(Address)

<input checked="" type="checkbox"/>	ORIGINAL (1)
<input checked="" type="checkbox"/>	BORROWER COPY (1)
<input checked="" type="checkbox"/>	RETENTION (1)

00059A-04

Return TO:
Associates
3926 So 6th St
K Falls 97603

807849 REV. 11-96