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Lemarrasipa you to something on our popular regularizated you to compute a communication of the same of oscidence of Klanath County Tigle adheads of book and set ended of beland on the above several spector of an ... as Trustee, and ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, 1 INC static, the grainer of other parent pays the entire amount then the *es Beneficiary) flora inveryed four protest and to relieve and address the control of the best and out to out a second of the control of the ital ya barimian sa anchagado ani lo WITNESSETHI lasto bangga yang sa anahari ono atau basa a parabaga Grantor mevocably grants; bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Cragon, described as noticed again not should be a great for each of each to have be really as provided by see at misse our so, to the helpest trader to each payable at the time of sale. Trustae shall deliver to the number at dead without est the major of the security of the form extending the second productions at the sec ta strengthe tower so a purport a time paress and deal such and appy the pickeds pheal in payment of (1) the excenses of sole, including the back mass of the body search of the problem of the problem of the problem of the back of the problem of the prob configurations of the finishing passes for a passes of the content of the first of an arminum and in the cases pending by law to barefoliate tray felt the appetit a successor of sectors to the burst house of the ang et conserve the land and the land of the state of the second of the second of the second of the later and be save with all the conserve the later and the second of the conserve the later and the later a this contact to enter a contact is not with this peedform, and trace claiming under him, and he is waith, secon a simple of and detect on the contact of the second and forever detect for sean equival, of the second THE ASSESSMENT CORS AND GUARANTE THAT MAY PARTICULAR USE MAY USE MADE OF THE PROPERTY DESCRIBED STHIS MATTEL STORES AND SELVES OF THE SERVICE OF TOWN PLANSORS DESCRIPTION OF TOWN PLANSORS DESCRIPTION OF THE APPROVED 2 but are seen be de la partie than their lagings everyone unministrate everyone, encountry of the paralleged are benned too to rapidate velocif because elected to explode analysis, and the bank of the bank of successive and which real property is not currently used for agricultural, timber of grazing property, begains and suggest the bank onests, benediative and appurtenances and all other rights thereunto belonging or in enjoyees now appertunenances and the rests, issues and profits thereunto belonging or in enjoyees 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 \$ 40221.59 and all other lessful charges evidenced by a loan agreement of even date herewith, made by granter, payable to the order of beneficiary at all times, in monthly payments, with the full debt, if (2) performance of each agreement of grantor herein comained; (3) payment of all sums expended or advenced by beneficiary under or passuant to the terms hereof, together with interest at the note rate thereon. To protect the security of this trust deed, granter agrees: 1. To keep said property in good condition and repair; not to remove or demoksh any building thereon; to complete or restore promptly and in good and workmanske 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 acope 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 emforcing this obligation, and mustee's and attorney's fees actually incurred as permitted by law. 4. To appear in and defend any action of 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 apreser 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 texes, 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 texes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Boneficiary 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.

Delivar to

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

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259 Barnett Rd, Suite J Medford OR 97501

OPESINAL (1) BORROWER COPY (1) RETENTION (1)

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8. Upon any default by grantor or it all or any part of the property is social at transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, either in person or by eigent, and without regard to the disquary 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 invalidate any act done pursuant to such notice.

- 9. Upon default by granter in payment of any indebtedness secured or in his performance of any agreement, the baneficiary may declare all sums secured immediately due and payeble. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in this manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by adventisement 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 deed in a manner provided by law.
- 10. If after default and prior to the time and date set by trustoe 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 grantor 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 beneficiary 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 properly 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 reasonable 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) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
- 14. For any reason permitted by law, the beneficiery 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.

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 whomsoever.

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 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 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 massuring gender includes the femaline and the neuter, and the singular number includes the plural.

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EXHITIT "A"

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

A tract of land situated in Lot 1, Block 40, Buena Vista Addition, to the City of Klamath Palls, also a part of the vacated portion of Oregon Avenue adjacent thereto, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 40, Buena Vista Addition; thence North 31°17' West 50 feet to the true point of beginning; thence continuing North 31° 17' West 26.77 feet, more or less to the North line of the vacated portion of Oregon Avenue (said Oregon Avenue vacated by instrument recorded May 23, 1956, in Deed Volume 283 page 315); thence North 83°21' West 126.40 feet more or less to the beginning of a 20 foot radius curve to the left; said point of beginning being Easterly 20 feet from a line drawn Northerly at right angles to the Southerly line of Oregon Avenue at the Northwest corner of Lot 1, Block 40 of said Addition; thence Southwesterly along the arc of said curve to the end of said curve; thence Southwesterly 20 feet to the Northwest corner of said Lot 1, Block 40 in said Addition; thence Southeast along the Southwest line of said Lot and Block in said Addition to a point that is 50 feet Northwesterly from the Southwest corner of said Lot and Block in said Addition; thence North 58°44' East 140 feet to the point of beginning.

	STATE OF OREGON: COUN	TY OF KLAMATH: SS.			
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