3584 3	MTC 41019 TRUST DEED	Vol_ <i><u>m97</u></i>	1917
THIS TRUST DEED, made this	The graduation is to the second of the secon	egg to the first of the contract	entropinado da espeta
between RICK R. HUNT and LINDA	mortum pak ara togar in		of APRIL 97
AMERITITLE	I HUNT AS TENANTS BY	THE ENTIRETY	, es Grantor
			. as Trustee, an
	FINANCIAL SERVICES COMPANY	OF OREGON, INC.	•
as Boneficiary,		***	
Grantor irrevocably grants, bargains, sells and conve		VT AMARON	•
	ordina forthal est en transit all a la collègio est esta laborat en c	property in KLAMAIN	
	y, Cregon, described as:	en ing set in a salah	
	opping to a forest travels and a loss on the forest All one of the opping of the state of the forest of the		
Lot 10, Block 1 of FAIR thereof on file in the OREGON.	HAVEN HEIGHTS, according office of the CCUNTY C	LERK OF KLAMA	icial plat TH COUNTY,
	Tall to Must be able to the second of the se	ting and the second of the sec	
◆	anthrase na la china mandri di la la ministrata.	The second secon	
A compared to the control of the con	مرابع الدين من التعليم و يا اي التعليم التعلق ا معرفة التعلق		
	Sometimes with the state of the same	And the second of the	
on in the contract of the cont	en de la composition della com	e en	
	tion of a different black to the last		
Ref the purpose of securing: (1) Payment of the in by a loan agreement of oven date herewith, made by not paid earlier, due and payable on $0.04/14/0.9$	y grantor, payable to the order of benefician	at all times, in monthly pa	er lawful charges andenced ayments, with the full debt, if
r			
(2) performance of each agreement of grantor hereithe terms hereof, together with interest at the note rail	in contained; (3) payment of all sums exper te thereon.	ided or advanced by bene	anciary under or pursuant to
To protect the escurity of this trust deed, grantor a	gress:		
 To keep said property in good condition and re- and workmanlike manner any building which may be and materials furnished therefor; to comply with all la commit or permit waste thereof; not to commit, suffichered or use of said property may be reasonably 	www.affecting.said property or requiring any a left. or permit any act upon said property in tracessary; the specific enumerations began	on and to pay when due a diorations or improvement violation of law; and do a	all claims for labor performed is to be made thereon; not to all other acts which from the
2. To provide maintain and keep the improvement other hazards and perils included within the scope of in such amounts and for such periods as Beneficiary insurance policies and renewals shall designate Beneficiary to settle and corporate full power on Beneficiary to settle and corporating payable thereunder; and, at Beneficiary's note. Any application of such proceeds toward payrote.	may require, and in an insurance company of the ficial as mortgage loss payee and shall be included as the policies of the first the rest option. To apply same toward either the rest option, to apply same toward either the rest.	at, and such other hazards or insurance companies ac e in a form acceptable to l es; to demand, receive, a	as Beneficiary may require, cceptable to Beneficiary. All Beneficiary. Grantor hereby and receipt for all proceeds
3. To pay all costs, fees and expenses of this tru connection with or enforcing this obligation, and trust 4. To appear in and defend any action or process pay all costs and expenses including costs of exidence.	ding purporting to affect the security bered	permitted by law.	
pay all costs and expenses, including costs of evid proceeding in which beneficiary or trustee may apper 5. To pay at least ten (10) days prior to delinque and liens with interest on the property or any part the	ar.	nable sum as permitted b	y law, in any such action or
part ma	reor that at any time appear to be prior or su	parior hereto.	
6. If Granter fails to perform the covenants and procure insurance, and protect against prior liens, Be necessary to pay such taxes, procure such insurance shall be an additional obligation of Beneficiary secure payable immediately by Granter upon notice from B lesser of the rate stated in the note or the highest raincur any expense or take any action whatsoever. It is mutually agreed that:	energicary may at its option, but shall not be it ee, or otherwise to protect Beneficiary's interest and by this Trust Deed. Unless Granter and I	equired to, disburse such est. Any amount disburse Beneficiary agree otherwis	sums and take such actions ed by Beneficiary hereunder e, all such amounts shall be
7. Any award of damages in connection with any cashall be paid to beneficiary who may apply or releas disposition of proceeds of fire or other insurance.	condemnation for public use of or injury to se se such monies received by it in the same m		reof is hereby assigned and effect as above provided for

807849 REV. 11-98

disposition of proceeds of fire or other insurance.

3926 SOUTH SIXTH STREET

DRIGINAL (1)
BORROWER COPY (1) RETENTION (1)

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

(Address)

00009A.04

8. Upon any default by granter or if all or any part of the property is soid or transferred by granter without beneficiary's consent, the beneficiary may at any time, without notice, either in person 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

- 9. Upon default by granter in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums socured immediately due and payable. In such event baneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foraclosures 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 its written notice of default and its election to sell the said described real property to astisfy the obligations secured hereby and proceed to fereclose this trust deed 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 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 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 truster 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)
- 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

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 thoreto and that he will warrant and forever defend the same against all parsons

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, devicees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured horeby, 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 IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written. Lendo o the STATE OF OREGON OFFICIAL SEAL James A. Sowles NOTARY PUBLIC-OREGON) SS. COMMISSION NO. 052668 County of KLAMATH MY COMMISSION EXPIRES MAR. 28, 2000 Personally appeared the above named acknowledged the foregoing instrument to be voluntary ect and deed. My commission expires:_ REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and heider of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hareby ected to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without wanterly, to the penies designated by the terms of seld trust dead the estate now held by you under the same. Alail reconveysnoe and decu DATED: STATE OF OREGON: COUNTY OF KLAMATH:

Amerititle

Mortgages

11:00

o'clock

_A.D., 19 97 at _

\$15.00 FEE

Filed for record at request of

on Page _ 10782 Remetha G. Letsch, County Clerk

AM., and duly recorded in Vol.