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(f) Weshington		11-1 01	<u>7 Page 14822</u>
steds. Swith		OF TRUST	
AFTER RECORDING RETURN	TO:		OREGON USE OWLY
INTON MUTUAL			
5 S Hoy 97	1.		
OR 97702	- R.	-50685	
		49156-3	
	Kichael W. He	axby and Barbara L. H	axby
hose address is P.O BOX 15	husband and s	wife	
CRUSENT RD	2	CRESENT	OR 97733
Grentor"); First America	Title Co.	000000	
hich is 200 S.W. Market	St., Portland, OR 97	Oregon 7201	corporation, the address
d steigns ("Trustee"); and	Washington Mutual Park		, and its successors in tru
201 Third Avenue, Seattle, Washing	ton 98101 ("Repeticient)		corporation, the address of which i
1. Granting Clauses. Grantor herol Klamath	by grants, bargeins, sails and conv	eys to Trustee in trust, with pow	er of sale, the real property in
As Attached Exhibit "A"	County, Oregon, described below.	and all interest in it Grantor ever	gets:
up weekeen statters. "	•		
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	ofits from it; all plumbing, lighting,	, sir conditioning and heating app	aratus and equipment; and all fencing
	ofits from it; all plumbing, lighting, eppliances, and other fixtures, at a / may be considered to be either pl will be colled the Planeter The	, sir conditioning and heating app any time installed on or in or used geonal property or to be part of t	aratus and equipment; and all fencing in connection with such real property he real estate.
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to keep the Property free of all encumbrances which may impair Seneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance (other than those described in Section 3) over this Dead of Trust in any pleading filed in any action, the asserts the priority of any the light of this Dead of Trust for purposes of this Section 5(f). 6. Curing of Defaulty I: Granter fails to comply with any of the covenants in Section 5, including compliance with all the terms of any prior remady it may have for Granter's failure to comply. Repayment to Eensiliciary of all the more by Section by Section 3 on the section remarks at the Default Rate (as that term is defined below) and be repayable by 2110 (11-03) RECORDING C3PY

RECORDING COPY

148:3

7. Defaulta: Sala
(a) Prompt purformance under this Deed of Trust is essential. If Granter doesn't pay any instalment of the Lean on time, or if there is a breach of the of the order and this Deed of Trust or any other document section the Lean, Granter will be in default and the Debt a breach of any of the order and any other document section of the Lean, Granter will be in default and the Debt of the section of the default and Buneficiary exercises its right to demand representation the Lean, Granter will be in default and the Debt of the default and due to the property in the default and due to the property in the default and due to the default and the Debt of the default and, including unpaid interest, will be in interest at a rate of fifteen parcent (15%) are year (the "Default Rate") from the day repayment in full is domanded until repaid in full, and, if Beneficiary or equests in writing, Trustee shall so it the "Default Rate") from the day repayment in full is domanded until repaid in full, and, if Beneficiary estrements witing the test and lawyer's feet (ii) to the exponence of the sele, including a reasonable trustee's sele. Trustee shall exply the second by this Deed of Trust, and (iii) the surplus, if any, shall be distributed in accordance with Oregon law.
(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Granter subsequently acquired. Trustee's deed shall recite the facte showing that the sele was conducted in compliance and environment of the Deed of Trust. This recite is not an exclusive remedy. Baneficiary may cause this Deed of Trust to be according to a secure of prove the uncompliance and conclusive evidence of such compliance and conclusive evidence.
(b) Trust end difference of all deliver to the purchaser and accumbrancers for value.
(c) The power of sale enforted by this Deed of Trust is not an exclusive remedy. Baneficiary may cause this Deed of Trust to

B. Condemnation: Ensight when due of an other scale so secured or to access detault for resure to so pay.
B. Condemnation: Ensight barries in the event any partial of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such parties a may be necessary to fully satisfy the Dobt and all other obligations secured by this Deed of Trust, shell be paid to Beneficiary to be applied thereto.
S. Fees and Coests Grantor shall pay Boneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses or allowed by law, and reasonable lawyer's feest in any lawsuit or other proceeding to intercluse this Deed of Trust; in any lawsuit or other proceeding to intercluse this Deed of Trust; and in any other action taken by on any appeal from any disposition of the Property under the Uniform Commercial Code, in any bankruptcy proceeding, and on any appeal from any of the above. on any appeal from any of the above.

10. Reconveyance Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured and written request for reconveyance by Beneficiary or the person entitled thereto. 11. Trustee; Successor Trustee in the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party heleto of a pending sele under any other dead of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unloss such action or proceeding is brought by the Trustee. proceeding is brought by the Trustee.

12. Miscellaneous This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary chall mean the helder and awner of the note secured by this Deed of Trust, whether or not that person is named as Baneficiary hearin. The words used in this Deed of Trust referring to one person shell be read to refer to more than one this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed is if not containing the periodical provision did not exist. Trust shall be construed as denoteed as though the invalid provision did not exist. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. SEFORE SIGNING OR ACCEPTING THIS INSTRUMENT TO VERIFY APPROVED USES.

DATED at Bend	, Oregon	thisth	dey of <u>May</u>	1997
STATE OF Oregon COUNTY OF Descinites	) SS.	Mich. Barbon	J. Willy	7
On this day personally appeared bufore me	MICHAEL FAXBY			erd
BARBARA HAXBY the within and foregoing instrument, and acknowl	edged that they signed	, to me known to	be the individuals described	in and who executed

purposed therein montioned.

NITNESS tay hand and official seal this	D day of May 1897.
OFFICIAL SEAL	on mar sitton
LAURA SUTTON	Notary Public for ONDOON
1 NSZ COMMISSION NO. 048168	residing at NOCHUEDLOUMY
MY COMMISSION EXPIRES OCT. 19, 1999	My appointment expires $10 - 19 - 99$

# **RECUEST FOR FULL RECONVEYANCE**

## (Do not record. To be used only when note has been paid.)

The undersigned is the legal owner and holder of the Note and all other indebtodness secured by the within Deed of Trust. Said Note, together with all other indebtodness secured by this Deed of Trust, has been fully paid and satisfied; and you are hereby requested and all other, on payment to you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note above mentioned, and all other evidences of indebtodness secured by this Deed of Trust together with the Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust, all the estate now hold by you thereander.

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			 Visil reconveyence to	ĥ
Page 2 of 2	C052	RECORDING	1-83)	289 2110 (11

TRUSTER TO:

# 14874

### EXHIBIT "A"

## DESCRIPTION OF PROPERTY

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

Beginning at a point 660 feet West of the Southeast corner of the Southeast quarter of the Northwest quarter of Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North parallel with the West line of said Southeast quarter of the Northwest quarter 1320 feet, more or less, to the North line of the Southeast quarter of the Northwest quarter, thence West along the North line of the Southeast quarter of the Northwest quarter 220 feet; thence South parallel with the West line of the Southeast quarter of the Northwest quarter 1320 feet, more or less to the Southeast quarter of the Northwest quarter 1320 feet, more or less to the South line of the Southeast quarter 1320 feet, more or less to the South line of the Southeast quarter of the Northwest quarter; thence East along the South line of the Southeast quarter of the Northwest quarter 220 feet to the point of beginning. EXCEPTING that part of said property lying within the Odell-Crescent

MWH BLH

STATE OF OREGON : COUNTY OF KLAMATH: 58.

	ecord at request c May	Mamath County Title         the         15th         day          A.D., 19         97         at        10: 35         o'clock A.         M., and duly recorded in Vol.         M97           of        Mortgages        on Page        14872
FEE	\$20.00	Bernetha G. Letsch, County Clerk by (actilition(actilition)