

THIS TRUST DEED, made the 22nd day of MAY, 1997,
between FERN M. MUSGROVE and SHARON R. LILIS WITH
RIGHT OF SURVIVORSHIP.

AMERICAN TITLE & TRUST COMPANY OF TEXAS, INC.

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

as Beneficiary.

WITNESSES

Greater immunotherapy uptake, however, could potentially increase the number of patients who benefit from the therapy.

KLAMATH

Lot 9 in Block 3 of FIRST ADDITION TO WINEMA GARDENS,
according to the official plat thereof on file in the
office of the County Clerk of Klamath County, Oregon.

1990년 10월 10일 이경우에 대한 조사가 이루어졌다.

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 purposes of securing: (1) Payment of the indebtedness in the principal sum of \$ 33,024.10 and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor, payable at the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 06/05/12; 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 mortgagee/ 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 effect 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 perf.

- 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 kind of damage

- 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.

Delivery to ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

3926 SOUTH SIXTH STREET KIAMIATH FALLS, OREGON 97603

ORIGINAL (1)
 BORROWER COPY (1)
 RETENTION (1)

Section 114 of the Condominium Act states that if a unit owner fails to pay his or her monthly assessments, the condominium may repossess the unit or any part of the property as set forth in section 114(1)(a) of the Act. The condominium may do so at any time, without notice, either in person or by agent, and will not regard to the non-payment of any account for the individual units received since last paid and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not void or waive any default or notice of default or invalidate any act done pursuant to such notice.

5. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law or mortgage foreclosure 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 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 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 reasonable time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as

12. After a lawful lapse of time following the recitation of the above conditions, the property shall be sold at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed warrant 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 warrant provided by law at public auction to the highest bidder for cash payable at the time of sale. 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) to the beneficiary or to his successor in interest entitled to such surplus.

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 rights and powers 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.

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.

the member has become set his hand and seal the day and year first above written.

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REV. W. MUSGROVE

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RESULTS

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STATE OF OREGON

OFFICIAL SEAL
JAMES A. SOWLES
NOTARY PUBLIC, OREGON
COMMISSION NO. 042550

County of Klamath

TERRY M. MCGROVE AND SHARON R. ELLIS

...foregoing instrument to be **THEIR**

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STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of _____ American Title Co., Inc., of _____
of May 19, 1997, at 4:00 o'clock P.M., and duly recorded in Vol. M97
on Page 16696.

RRP \$15.00

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For more information, contact the Office of the State Auditor at 800-452-4010 or visit www.state.auditor.ca.gov. The Office of the State Auditor is the trustee for Proposition 13 tax revenues and will be unable