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In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene- ings and loan association authorized to do business under the laws of Oragan or the United States, a little insurance company authorized to do business under the laws of Oragan or the United States, a little insurance company authorized to lost stances and be like for any agency thereof, or an escribe as compensation for such taking, lings and loan association authorized to do business under the laws of Oragan or the Un	nt, beneficiary may, at its option, make payment thereof, and the amount so paid, with funds with which to make such pay- tred hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, with which to make such pay- tred hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of a interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are the nonpayment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and constitute a breach of this trust deed. 6. 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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by granter in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balence applied upon the indebtedness secured hereby; and granter effects, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request of beneficiary, payment of its lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indobtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any substondination or other agreement altocing this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto;" and the rectinals therein of any matters or lacts shall be conclusive proof of the truthulness thereoi. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

The property or any part thereof, in its even usery of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its even usery of any security for the indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine.

12. Upon default by grantor in payment of any indebtedness secured hereby on any activat

deed of any matters of tact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. 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 title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notity any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully attached hereto, and that the grantor will warrant and forever delend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance

tract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect bene-ficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance granter might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance re-

quirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* prosecutive warrants that the proceeds of the loan represented by the above described note and this trust deed are:

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(a)* proceeds of the proceeds of the loan represented by the above described note are proceeds of the secured hereby, whether or not named as a beneficiary herein.

more than one person; that grammatical changes shall be

secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; if the context so requires, the singular shall be taken to mean and include the plural, and that generally all trammatical changes shall made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

*IMPORIANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) to not applicable, if warranty (a) is applicable and the beneficiary is a fredition as such word is defined in the fruit-in-lending Act and Regulation by making required disclosures; for this purpose use Stevens-Ness form No. 1319, or equivalent.

If compliance with the Act is not required, disregard this notice. STATE OF OREGON, County of Multnomah ss. by Fred C. Rathbone OFFICIAL SEAL PATRICUM COLLINS.... NOTARY PUBLIC-OREGON faturi Kel. COMMISSION NO. 080531 MY COMMISSION EXPIRES MAR. 18, 2000

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Notary Public for Oregon My commission expires

Filed for rea	cord at request o	f	Fred C	Rathbo	one			the	9th	dav
of	July	A.D., 19	97 at	1:49	o'clock _	Р.	_ M., and duly	recorded in \	Vol. <u>M97</u>	,
		of	_Mortgage	28		on P	age 21283	·		
			4			11	 Bernetha C 	Letsch, Co	unty Clerk	
FEE	\$15.00				Ву	150	Alun K	(32)		