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In form as required by law conveying the property is sold, but without any covenent or warranty, express or implied, the restants in the deed of any matters of fact shall be corclusive proof of the truth[ulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the povers provided herein, trustee shall apply the proceeds of sale to payment of (1) the ex-penses of sale, including the compensation of the trustee and a reisonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded lie is 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 subjus, 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 property is situated, shall be conclusive proof of priper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged, is mide a public record as provided by law. Trustee is not obligated to notify any party herero of pending sale under any other deed of trust or of any action or proceeding in which grantor, the farmer downands and agrees to and with the beneficiary und the beneficiary is situatee. The grantor covenants and agrees to and with the beneficiary und the beneficiary is successor in interest that the grantor is lawfully seized in fee simple of the real property and has a wild, unencombered title thereto, exceen as may be set forth in an addendum or exhibit attached heresto, and that the granto

tract or loan agreement between them, bez sticiary may purchase insurance at grantor's expense to protect bene-ficiary's interest. This insurance may, but nord 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 grantar's responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantar's contract or bean balance. If it is so added, the interest rule on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lended or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need i'r property clamage coverage or any mandatory liability insurance requirements imposed by applicable law.

(a) primarily for grantor's personal, family of household purposes (are incorrected note and this trust dead are: (a) primarily for grantor's personal, family of household purposes (are incorrected household), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatets, devises, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including plecies, of the contract 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; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammarical changes shall be made, assumed and implied to make the provisions period apply sequally to corporations and to individuals.

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

\* IMPORTANT NOTICE: Delete, by lining out, whichever we ranty (a) or (b) is not explicable; if warranty (c) is applicable and the beneficiary is a conditor as such word is defined in the truth-in-Gerding Act and Regulation Z, the beneficiery MUST comply with the Act and Regulation to making required disclements; for this purplue one Stevens-Nois form No. 1119, or equivalent

DENVER HANNI) IS DEVICE Harring CHRISTINE HAMONS

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A tract of land situate in Lots 10 and 11, IMPERIAL ACRES, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 11; thence Northwesterly along the Southwesterly line of said Lot, 200 feet to a point; thence in a Northeasterly direction to a point on the East line of said Lot 11, said point being 183.5 feet Northwesterly of the Northerly line of Old Midland Road, which 183.5 feet is measured from the most Easterly corner of said Lot 11; thence in a Southeasterly direction to a point on said North line of road which is 136 feet Northeasterly from the point of beginning; thence Southwesterly along said North line of road 136 feet to the point of beginning.

CODE 172 MAP 3909-16BO TI 700

## EXHIBIT """ TO TRUST DEED

377904

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS JUNIOR AND SUBORDINATE TO A FIRST TRUST DEED RECORDED IN BOCK M-88 AT PAGE 6914 IN FAVOR OF HELET L. STEVENSON, AS BENEFICIARY, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. DAVID A. NEIHARDT AND DELILAH... NEIHARDT, THE SENEFICIARIES HEREIN, AGREES TO PAY, WHEN DIE, ALL PAYMENTS DUE UPON THE SAID NOTE IN FAVOR OF HELEN L. STEVENSON, AND FILL SAVE GRANTOR(S) HEREIN, DENVER HAMMONS AND CHRISTINE TAMMINS, HUSBAND AND WIFE, HARMLESS THEREFROM. ETOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING THE PAYMENTS DUE UPIN SID PRIOR NOTE AND TRUST DEED, SRANTOR(S) HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANT R(S) HE EIN SHALL THEN BE CREDITED UPON THE SLMS NEXT TO BECCHE DUE UPON THE NOTE WHICH IS SECURED BY THIS ALL-INCLUSIVE TRIST DEED.

 $\frac{O.n.}{D.n.}$  (INITIALS OF BEMEFICIARY (IES)  $\frac{D.H.}{D.H.}$  (INITIALS OF GRENTDE (S)

## STATE OF OREGON; COUNTY OF KLAMATI: 55.

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