## an of the 55696 MIQ SUB-2975 Vol MAS Page 10

and latting presention of the property shall not take of entire with THIS TRUST DEED, made this 23RD netten dans allinearung en

And HARCH . 1998d nus is enclose your valuationed on interested you to contamone on a recomber standard by you to to any of the botween BOHN - HINKLE AND BETTY LASH HINKLE AS TENANTS BY THE ENTIRITY Vation details

The first care ray the mean strading of pass fault shi escarat of same and too the same contract of the states a varial and a as Granter. AMERITITLE million righting the balance d'al series er et si ver d as Trustes; and

will you have been a man in the provident of the restance of the section of the s ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC. DOS MULTICAS I OF as Beneficiary, llada toponyog nous gradam nouses tanto to topony and voltaci banyon assigned and tan to the toponyou at the

well yo barrieren ze enestage do odt to annud ent presedno in barrusen visuten a senand a bis abor ad a visutene a WITNESSETH:

Granter irevocably grants, bargains, sells and conveys to trustse in trust, with power of sale, the property in <u>KLAMATH</u> An off the sector of the to as County Oregon, described as some forter to make to make to make a set of the for

hottin CREGAN PARK, LOT 26 THRU: 28, #EM 16686 Stronguiste april 24 Mineria to another to anoth dayng hero tol tablig territid entity newtone of the to war ye, outrain

13. Vere the levels of (1) to be use and the seven powers black and upper the process of an event of (1) the event of each of each of the event of the (a) poe Virent stor for ear in reaction and reaction satisfies base root en bud Arabidation of the stor for some set in some at the store of the sto 

yna 🕑 to matan haman actaint yna nt crosinco war to tosoaga o tologga ont o tologga ont o tologga that a tologga ont to tom glog yna tolog yna tolog A service and the service of the service because an a the expanse a service of the choice of the service of the 2 

Last service set or server yourwel is an tent med velocity granted event bits visible of MERITILE, has recorded this and the service and the s

Instrument by request as an occomodation only. and has not examined if for regularity and sufficiency

> 243,295 000004 04

איי אמיזטענגה עצר אאי שני אאנים סד דאב דאסיצאיי פנוסינושבי איי 8 调点 非短期的物质

uses to the penetrios and binde all panies nersio, thoir here, ligames, devices, administrators, executors, successors and undag ei so poulou round forgene fegnang forme and franklige to bage to be the former of the second state of the 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 fotures now attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 6938.31 and all other lawful charges evidenced by a loan agreement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 03/27/03 -; 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 of the note rate theracity

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 crected 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 mortgage loss payes 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 3

To pay all costs, feas and expenses of this trust including the cost of title search as well as other costs and expenses of the trusteo incurred in tion with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law. cont

4. To appear in and defend any action or proceeding purporting to affect 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 ourn 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 lions 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 perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes. 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 Granter and Beneficiary agree otherwise, all such amounts shall be payable immediately by Granter upon notice from Beneficiary to Granter, 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 

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and 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

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

WASHBURN WAY KLAMATH FALLS, OREGON 97603 (541)885-9991

607549 REV. 11-98

Deliver to

1		ORIGINAL (I)
	$\mathbb{R}^{n}_{i}$	BORROWER COFY (1)
1	${\mathcal I}_{i}$	HETEKTICH (1)



a interpretational by granter or if all or any part of the Property scapid or transferred by granter without beneficiary a consent the beneficiary may at any time, scappor notices ather in person or by agent, and without hegely adduced of any security for the indebidinate security, enter upon and takes 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 default or notice of default or invalidate any act done pursuant to such notice.

9. Upon default by granter 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 swent beneficiary at ha election may proceed to forsclose this trust deed in equity in the memory provided by law for mortgage foreclosures 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 matter for the truster's sale, the granter 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 the to yourge the approximation of th

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 percon 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 lions subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the grantor 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 heraunder. 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.

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, unencumbared tile thereto and that he will warrant and forever defend the same against all persons whomsoever us and war partol t sent out ton ion b

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, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hareby, whether or not named as a beneficiary herein.» In construing this deed and whenever the contract so requires; the masculine gender includes the feminine and the neuter, and the singular number includes the plural at the and short state will bus generationed as were an it's unintered entire of sing-

IN WITNESS WHEREOF, the grantor has hereunto sat his hand and seal the day and year first above written. 5 ..... D / Storman heading of aluniad to tistuto endi el Sur der vid behandlich ioka zama tia ta y Witness ico a nas vitamente erentra na sudarece es incerens finisland que india nela ne se JOHN 24 INKLES anches ted. Uninged at thestoyed thutdoe and in pay when due as an tabat parts STATE OF OREGON of attachmentary to an attache you getware in youghing bear g on you force treaded in and in the state was seen to restate a section of the data with the area OFFICIAL SEAL JAMES A. SOWLES the spectra 88 ( the spectra 88 ( are submation in active or the presidual against is caller damage by free 5,3 NOTARY PUBLIC-OREGON COMMISSION NO. 052668 abing inf teres and the information of the second schemes in the second se County of TEATERS ANY COMMISSION EXPIRES MAR. 28, 2000 KLAMATH carly may require, and in all mailton a and shall be in a tore sincepined to Bone carry. Graphic careby Personally appeared the above named BETTY -I. HINKLE AND -LOHN HINKLE H olympiaeu fante London a tra sout bies days and the transmant and demail and a apply bains leaving differ the tostatation or reach of the premised of the payment of acknowledged the foregoing instrument to be ATHETRI to Unless con links effort on to hearing disposition according to a to be voluntary act and deed. Before me: Stancos Saula en an using and any to loop on the original of the second ma 23 . To appear in and unland it y action of anoseding burgoding to after the security hered in the reduction of boneticity a mutical and to pay at every and exercise, in the data of the and attorneys free in a reasonable and as planted by lew, in any cuton at a pay at every at a provident a data at a pay at every at a pay at a 5. Is say at some the pilor to defination will take or assauctments attacting the property to pay when due of countrances, charge calend the design of the second secon abus synthematus accordentiab at hadapt of an fore, Thissering of in yors yessioned land data teacher barata bar everents to it a used takes present and intranse, of otherwise to protect Banafoury's interest. Any amount mabureed by therefore y Ser The u a section by the language build door." As sume sections by and bust deed have been faily poid and satisfied. You he the section of your program of your section of your program of your section of your program of your section. d is the legal owner and holder of all independent YBIN DENK are directed to concel all evidences of indevidences secured by seld their deed (which are derived by you bereased to you bereased to you bereased to and secure day and to recorver, without a signated by the terms of said trust deed the estate now held by you under the s Street Steels in T, and count of concerning to conduction with any contaction for public use of all multiple sail in one by can thread a firmely accerned a strange as dorfri beengel t batter a souda as mole sena edit the bra templetanna edit on the period abiater for an and the real and t STATE OF OREGON: COUNTY OF KLAMATH : 38, Filed for record at request of Amerititle. A.D., 19 98 at 11 16 o'clock the Apr11 2nd day A. M., and duly recorded in Vol. \_\_\_\_M98 Mortgages on Page 10769 Bernetha G. Latsch, County Clerk FEF \$15.00 By atalian Boss