TRUST DEED Vol. 1998 Page 14455

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3. Upon any default by grantor or if all or any part of the property is sold or manufaced by grantor visinguit beneficiary's consent, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property or any part of it, and that the entering upon and taking possession of the property or any part of it, and that the entering upon and taking possession of the property or any part of it, and that the entering upon and taking possession of the property or any part of it.

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- 9. Upon default by granter in payment of any indebtadness 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 for mortgage foreclosures or direct the trustet 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 self 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 trustness cate, the granter or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the granter or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in entricing the terms of the obligations as pennited by law.
- 11. Upon any default by grantor hereunder, grantor shall be beneficiary for any reasonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 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 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 lauful 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 benefitiery and the trust deed as their interest may appear in the order of their priority, and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.
- 14. For any reason permitted by kiw, 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 title, powers and duties conferred upon any trustee herein named or appointed hereunder.

The granter covenants and agrees to and with the benaticiary and those claiming under him, that he is lawfully seized in the simple of said described real property and has valid, unencumbered title hereto and that he will warrant and forever defend the same against all persons 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 herefo, their heirs, legatess, devisers, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pled; see, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the maliculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF,	, the granter	has hereunto se	this hand a	and seal the	day and	year first above	e written.		
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EXHIBIT "A"

DESCRIPTION OF PROPERTY

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

STATE OF OREGON: COUNTY OF KLAMATH:

A tract of land situated in the SELSEL of Section 10, Township 39 South, Range 9 described as follows:

Beginning at a point on the Eas: line of said Section 10, said point being N. 0° 21' W. (North by recorded legal description) a distance of 633.125 feet from the Southeast corner of said Section 10; thence N. 0°21' W., a distance of 102.0 feet; thence S. 89°52' W. (West by recorded legal description) a distance of 270.2 feet to an iron pin; thence S. 0°21'E. parallel with the East line of said Section 10 a distance of 102.0 feet to an iron pin on the Northwest corner of Lot 26 "Debirk Homes"; thence W. 89°52' E. (East by recorded legal description) along the North Line of "Debirk Homes" a distance of 270.2 feet, more or less to the point of beginning. SAVING AND EXCEPTING thereof that portion lying with the boundaries of Summers Lane.

Filed	for record at reques	st of	Filrst	American Title	2011	
of	April	A.D., 19 <u>98</u>		o'clock P. M., and	du y recorded in Vol. M98	clay
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