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THIS TRUST DEED, made this		382			dity of	APKIL , 1998
between DANITA BAR	LOWE AKA D	ANLCALE	RERA			as Grantor,
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as Beneficiary,	4.4.4	molecular Hillian				i de alla disercia La desarra di di di di di La de di di digina di di
Granter irrevocably grants, barg	ns, sells and convi	s to truste i in t	WITNES: E	TH: r of sula, the prope	rty in	
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which real property is not currently used for agricultural, timber of grazing purposes, together with all and singular the renoments, hereditaments and appurtenances and all other rights thereinto belonging or in a newless now appurtanting, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estatus.

For the purpose of securing: (1) Payment of the indebtsdness in the principal sum of \$\frac{86961.50}{2000}\$ and all other lawful charges evidenced by a loan agreement of even data herewith, made by granter, physical to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on \$\frac{105/01/48}{2000}\$; 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 "emove or deinclish 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 third 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 premise's 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 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 adopt same toward either the restoration of 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 to more this installments due under the note.
- 3. To paking 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 purpoining 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 less 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 lions with interest on the property or any part thereof that attemptime appear to be prior or superior hereto.
- 6. If Grantor fails to perform the covenants and agreement contained in this Trust Deed, including, without limitation, covenants to pay taxes, procure insurance, and protect against prior liens, Boneficiary may at its option, that shall not be required to, disburse such surns and taxe such actions recessary to pay such taxes, procure such insurance, or otherwise to protect Boneficiary'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 5. Grantor, and may be interest from the date of disbursement by Beneficiary at the lesser of the rate stated in the riote 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 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 more received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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ASSOCIATES FINANC, AL SERVICUS COMPANY OF OREGON, INC.

2047 WASHBURN WAY KLAMATH FA LIS. OR 17603 (541)885-9991

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- E. Ugdin any detault by grantor of it all or any out of the present is sold of thinsterned by grantor without beneficially's obtained, the beneficiary may at any time, without ridice, either in beneficiary may at any time, without ridice, either in beneficiary may at any time, without ridice, either in beneficiary may and take 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 invelidate any act done pursuant to such notice.
- 9. 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 objection may proceed to fore soos this trust deed in equity in the manner provided by law for mortgage it reclosures or direct the trustee to foreclose this trust deed by advertisement and side. 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 still 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 data set by thi tee for the trustie'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 tlemand.
- 12. After a lewful 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 cach 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 lawful tees of the trustee and the reasonable fees of the trustee's storney. (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the benefit ary 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.
- 1-1. 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 hereinder. 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 hereinder.

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.

THIS INSTRUMENT DOES NOT GUARANTIEE THAT ANY PARTICULARI USE 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, devisors, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pludges, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed end whenever the context so requires, the instruction gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the gran	ntor has hereunto set his h	and and seal tire	ilay and	year first above writ	ten.	11	ta element
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