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ind properly default by granter or if all or any part of the property is sold of transferred by granter without beneficiary of chief the beneficiary may at any lines, without notice, order in person or by agent, and editiour 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 shall not cure or welve 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 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 trustee to foreclose this trust deed by advertisement and cale. In the latter event the beneficiary for the trustee shall execute and cause to be recorded its written notice of default and its election to cell 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 trustee'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 herounder, grantor shall pay beneficiary for any reasonable attorney tees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon demand. If any one could be suited on the second of the country o
- 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 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 liens 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 granter 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 successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyence 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 solid 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 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 hereto,	their heire, legatess, devisees, administrators, executors, successors and
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