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B. Upon my fatault by graffic or it all on any part of the projectly is sold of trunsferred by grants; wholut beneficiarly sconsent, the beneficiarly may it any time, without notice, either in person or by agent, and is but injuried to 11 is adequacy of any saw my for the independence occurred, enter upon and take possession of the property or any part of it, and the intering up in and taking possession of the property or any part of it, and the entering up in and taking possession of the property shall not due or winter any testable or notice of default or invalidate any act done pursuent is such notice.

- 9. Upon default by granter in payment of any includeness nectored or in his performance of any approximent, the beneficiary may declare all sums inscured immediately due and invisible. In such evant benefit ary at its election may proceed to to exist their trust deed in equity in the mininer provided by law for mortgage to eclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the trust event the beneficiary or the trustee stall execute and cause to be recorded its written notice of default and as election to sell the said described real property to satisfy the obligations recurred 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 true se for the trusted's sale, the granter or other person pays the entire amount then due under the terms of the trust cleed 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 enforcing the terms of the obligations as permitted by law.
- 11. Upon any default by grantor hereunder, grantor shall cray beneficiary for any masonable attorney fees incurred by beneficiary consequent to grantor's default. Grantor will pay these fees upon clemand.
- 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 fixes of the trustee and the reasonable feet of the trustee's interney (2) the obligations secured by this trust deed, (3) to all persona 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 a splus.
- 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 hereunder. Upon such appointment, and without convoyance to the successor trustee, the latter shall be vested with all title, powers and duties confermed 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, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ALY 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 heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including parties, of the note secured hereby, whether or not named as a beneficiary herein. In construing this dead and whenever the context so requires, the includes the feminine and the neuter, and the singular number includes the plural.

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