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- 17. DEFAULT: If you default in the payment of this At sound, or in the performance of any terms of your Agreement, or in the performance of anything you sure to do in this Deed, we may foreclose this Deed, either by legal action or by adventisement and sale in accordance with the laws of Oregon.
- 18. RIGHT TO CURE DERAULT: You have the right a cure the default within 5 days of the date set by the Trustee as the date of sale, by paying us (a) the entire amount due, (b) the adjust costs and expenses we incur; and (c) actual trustee's and attorney's fees, as provided by section 86.753(1)(a) of the Oregon Revised Statutes or as provided by the laws of Oregon in effect at the time cure is effected.
- 19. SALE OF PROPERTY: If you sell the Property voluntarily without obtaining our consent, we may declare as immediately due and payable the Unpaid Balance on the Account plus Finance Charge on this Balance. We will not exercise our right to make that declaration if (1) we allow the sale of the Property because the credit worthiness of the purchaser of the Property is satisfactory and (2) that purchaser, prior to sale, signed a written assemption agreement with us which contains terms we specify including, if we require, an increase in the Finance Charge Rate unit or the Agreement.
- 20. PRIOR MORTGAGES OR DEEDS OF TRUST: You shall pay and keep current the monthly instalments on any prior deed of trust or mortgage and shall prevent any default of the prior mortgage of deed of trust. Should any default be made in the payment of any instalment of principal or any interest on the prior deed of trust or mortgage, or should any suit be filed to foreclose the prior deed of trust or mortgage, you agree the amount secured by this Deid shall be due and payable in full at any time. At our option, deed of trust or mortgage and, up to the amount we we may pay the scheduled monthly instalments on the loan secured by the prior deed of trust or mortgage and, up to the amount we pay, we may become subjugated to the rights of the beneficiary or mortgage on the prior deed of trust or mortgage. All payments we make on the loan secured by the prior deed of trust or mortgage Rate until the amount so paid is paid in full.
- 211. FREPAYMENT CHARGE: A Prepayment Charge may be assessed and collected if you prepay this Account; that is, if you reduce the Principal Balance on the Account to zero and close the Account during the first 60 months that this Account is open. The Charge will be collected at the time the Principal Balance is reduced and will be an amount equal to 6 months' Figure Charge on the average of the Principal Balances for each of the 6 months prior to the closing of the Account at the then prevailing Annual Fercentage Rate. This Prepayment Charge may be as sessed regardless of whether the prepayment on your Account was voluntary or involuntary.
- 22. FUTURE OWNERS: This Deed shall be binding upon you, your heirs and personal representatives and all persons who subsequently acquire any interest in the Froperty.
- 23. PARTIAL RELEASE (DF PROPERTY: At your tiquest, we may release any part of the Property from this Deed. Any release shall not affect our interest or any rights we may have in the rest of the Property.
- 24. COSTS OF RELEASE: You shall pay all costs at 1 expenses of obtaining and recording all releases from and of this Deed.
- 25. CHANGES IN DEED: This Deed cannot be changed or terminated except in a writing which we sign.
- 26. SUBSTITUTION OF TRUSTEE: If the Trustee resigns, we may appoint a Successor Trustee.

that The Versepted the same

My Commission expires:

- 27. NOTICE OF DEFAULT: We request that a copy of any notice of default and a copy of any notice of sale mailed to you also be mailed to us at the address on the front.
- 28. COPY! You acknowledge that you received a true copy of this Died.
  29. SIGNATURE: You have signed and scaled this Doed on AUCH ST 7 19 98 in the presence of the persons

Witness Lingar witnesses." Witness Lingar witnesses."	VIRGINGIA LEA HUCCIRIGATO (SEAL PRESENTE BUCCINO Giuntor (SEAL
STATE OF ORECON, COUNTY OF JACKSON On this J. day of AUGUST before me a Notary Public in and for said State, personally appeared VIRGINIA LEA BUCCINO & GIUSEPPI BUCCIN known to me to be the person(s) whose name(s) AR subscribed to the within instrument and acknowledge; to me	STATE OF OREGON, COUNTY OF  I HEREBY CERTIFY That this instrument was filed for

Notary Public of Oregon

REQUEST FOR FULL RECONVEYANCE

Trustee

Eate: \_\_\_\_\_, 19

NO ARY PUBLIC - OREGON (X) NAMESION NO. 312761

MY CONN SSION EXPIRES MAY 20, 2002

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Deed of Trust. All sums secured by that Deed of Trust have been fully paid and satisfied. Son hereby are directed to cancel all evidences of indebtedness secured by that Deed of Trust (which are delivered to you herewith logether with the Deed of Trust) and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust the estate now held by you under the same. Mail reconveyance and documents to the office of the holder of the indebtedness presenting this request.

Bendiciary
Bendicial Oregon Inc. d/b/a
BENEFICIAL MORTGAGE CO.

By

Office Manager

## PPACELT:

The East 138 feet of the SW % of the NW % of Section 4, Township 41 South, Range 12 East of the Willemielle Medidan, Klamath County, Oregon, EXCEPTING THEREFIX M that position lying North of the Shasta View Intigation Ditch, Klamath County, Oregon.

## PARCEL 2:

A tract of fund in the SE 1/1 of the NW 1/2 of Section 4, Township 41 South, Ranger 12 East of the Williamette Merician, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said SE % of the NW % thence East along the South line of said SE % of the NW % to the West boundary of the Shasta View Imigation Dich running Northwesterly and Southeasterly through said SE % of the NW %; thence Northwesterly along the Westerly boundary of said Dilch to its intersection with the West line of said SE % of the NW %; thence South alting the West line of said SE % of the NW %; to the point of baginning.

EXCEPTING THEREPROM that portion lying within the County Road.

ALSO EXCEPTING THEREFROM a fract of land in the SE ½ of the NW ½ of Section 4. Township 41 South, Range 12 East of the Williamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the South line of SE ½ of the NW ½ of Section 4, Township 41 South, Range 12 East of the Williamette Meridian, ICamath County, Oregon, which point its East 450 feet and four inches from the Southwest corner of said SE ½ of the NW ½; and running thence North marallel with the West line of said SE ½ of the NW ½ a distance of 258 feet to the Westerly line of the Shasta View right of District D

EXCEPTIVES THERE! FIGHT that porten lying willing the Count, Rose

STATE OF OREGON: COUNTY OF KLAMATH:

Filed t	for record at reque	est of	First Amer	ican "itle	the	1.0th	dav
of	August	, A.D., 19	98 at 11:31	_o'clock	A. M., and duly recorded	in Vol. M98	ua
		ol	Mortenzei		on Page 290.27		
1					Bernetha G. Letsch	, County Clerk	
FEE	\$20.00			By_	Battlen Kno		
. 10							

WITHIRAWN August 10, 1998

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