ATC OCENICAU DE VOLMA Page 35983 A hay tope the desire of presences in confer out for its factor. The conference is a factor of t had which in this ten lands to more size he accessored by emproves of magnification to the outs the of SEPT serve to enables year to account a first part of a great part of the first produces see outdern the country of the part of the se Grantor. where of at ASPEN TILE is beneve assessory the Dania I deed to assent at the concentration . as Trustee, and we, y libertricky minima a needs ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC. actions to comparate at the section with the section of the section decreases to e as Beneficiary. the transplant and any los ortifo a withesseth. Grantor revocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in en KLAMATH: Belle was set of the County, Oregon, described as: which cannot be district the control of the control of wedne basis o sasding or in the disease a swall about the consequent of the Lote 40 by. Blocks 110 and Mills Addition To The SITE encome ; is of (ii) was to a sore the sore that some the sore is the sore of the sore is the sore of t adding the of his his length of to bot will an include पुराव को के प्रकारको विक्रिक्त कर 👉 तक को व एका का भारतक दिवस्था केले के क्षेत्रकेष्ट्री के क्षेत्रकेष्ट्री के केले के प्रकार के किए के अपने के केले के अपने के के अपने के केले के अपने के केले केले के केले केल The cash apparatus of the control of the cash of the c to the most hard a regard of annual regard and have most to the ties to elegible set of and a victorial of the final paper of the paper of and the paper of the service and the weighted of the previous feet that the wife means in the comment of the service appropriate to BIG TO STAND WITH THE WELL AND THE WAR BE WASHED TO BE SAND TO THE PROPERTY OF THE PROPERTY OF THE WASHED TO SEE THE WAS the media of parties there is a near legal sees, for the site in energy significant time and printing and the and the tenency is not currently used for agricultural timber or graving purposes, together with all and singular the tenements, hereditaments and year-toned as as benefit appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now appurtenances and all other rights installed an estate; attached to or used in connection with said real estate; attached to or used in connection with said real estate; and the case For the purpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 37,020.19 and all other lawful charges evidenced by a loan agreement of evertidate herewith, made by granter payable to the order of beneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 10/01/18 (2) performance of each agreement of grantor hereinicontained; (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hersof, 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 remove or demolish 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 of permit waste thereof, not to commit suffer of permit any act upon said property in violation of law; and do all other acts which from the characterior 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 premises 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 mortgege loss payee and shall be in a form acceptable to Beneficiary. Grantor hereby confers full power on Beneficiary to sattle 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 apply same toward either the restoration or 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 date of monthly installments due under the
- 3. To pay all 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 itsw.
- 4. To appear in and defend any action or procesding purporting 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 fees 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 liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.
- 6. If Grantor laits to perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes. procure insurance, and protect against prior liens. Beneficiary may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be en additional obligation of Beneficiary secured by this Trust Deed. Unloss Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may be at charge from the date of disbursement by Beneficiary at the lesser of the rate stated in the note 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 moniss received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

2047 WASHBURN WAY KLAMATH FALLS OREGON 97601

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B. Usen any details by granter or it all or one pan of the property is sold by transcerred by granter without beneficiary's consent, the beneficiary and stand time without notice, either in person or by agent) and wattout regarded in a sequency 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 waive any datault or natice 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 baneficiary at its election may proceed to foreclass this trust deed in equity in the manner provided by law for montgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary of the trustee shall execute and cause to be recorded its written notice of default and its election to soil 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 granter 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 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 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 grantor 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 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 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

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 ON COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED

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 o

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