Characteria and a second se
67805.64316 NETC 45309- K-Vol. <u>M98</u> Page 36399 1. PARTIES? In this Deed of Trust ("Deed ") the words you and your refer to each of the sorts we us deed of trust ("Deed ") the words you and your refer to each of the sorts we us deed of trust ("Deed ") the words you and your refer to each of the sorts we us deed of trust ("Deed ") the words you and your refer to each of the sorts we us deed of the sorts we used to be a sort of the sorts we used to be a sort of the sort
CINE CIERCE CITY CONTRACTOR FOUR
1. PARTIES In this Defar 40, 50 Page 29557
The words we, us and our refer to Beneficial Oregon and your refer to each and all of those who sign this D
Whose address is 1345 CENTER DRIVE SUITE D WEDE ON TO A BENEFICIAL MORTGAGE CO., the Benefician of the Drive
whose address is 222 country of an Dec.
<ul> <li>I. PARTIES: In this Deed of Trust? Deed ") the words you and your refer to each and all of those who sign this Deed as Grantor. The words we, us and our refer to Beneficial Oregon Inc. d/b/a BENEFICIAL MORTGAGE CO., the Beneficiary of this Deed as Grantor. Whose address is</li></ul>
2. OBLIGATION SECURED: We have made you an open-end loan (the "Account") pursuant to a Credit Line Account Agreement (the "Agreement") under which we are obligated to make loans and advances to you, including any initial cash advant Agreement maximum Credit Line of \$ 22,000.00
2. OBLIGATION SECURED: We have made you an open-end loan (the "Account") pursuant to a Credit Line Account Agreement (the "Agreement") under which we are obligated to make loans and advances to you, including any initial cash advance, up to the maximum Credit Line of \$ 22,000.00 The Agreement evidences Credit Line Account ("Account") which is Agreement provides for adjustments in the Annual Percentage Rate utilized to calculate the Einance Charge, based on Agreement. The term of final maturity of the Agree to calculate the Einance Charge. As a set on a final maturity of the Agree Charge. As a set on a set of the agreement. The term of final maturity of the Agree Charge. As a set on a set of the agree Charge. As a set of the agree C
Agreement provides for adjustments in the Annual Percentage Rate utilized to calculate the Einance Charge, based on changes in the last cash advance or the date there has been a change of the Agreement will be 180 months for the date of the Agreement.
an Index identified in the Agreement. The term of Sach many for the date of the Agreement. The
3. CONVEYANCE OF PROPERTY: To secure the prompt payment of the Account, you make this Deed on <u>AUC 7</u> , 19 98 with the Trustee and sell and convey to the Trustee, with power of sale the method.
AUG 7 AUG 7 described below (the "Property") in trust for us: Property: The Property is located in the County of the Account, you make this Deed on Property: The Property is located in the County of the trustee, with power of sale, the real property
Property: The Denserty of in trust for us:
Property: The Property is located in the County ofKLAMATH, Oregon.
, Oregon,
The NEI/A NUTRE BECKET the Past 440 foot and also EXCEPT the West 440 feet of the Williamstic Meridian, Kings 15 Lost of the Williamstic Meridian,
Section 21. Township of the Past 440 foot and
Asimuth County, Orner and Renner 13 See of the Ville West And and
Meridian.
X130592 1976 F TOTAL VILLA VILLA VILLA VILLA
TITLE # 9805404719
This document is being re-recorded to correct legal description - see attached The Property is improved by buildings erected thereon.
The Property is improved by the recorded to correct legal description - one of the
The Property is improved by buildings erected thereon.
<ol> <li>USE OF PROPERTY: The Property is not currently used for agricultural, timber or grazing purposes.</li> <li>OTHER ENCUMBRANCES: The Property is subject to a prior encumb.</li> </ol>
5. OTHER ENCUMBRANCES: The Property is subject to a prior encumbrance identified as follows:
Name of Lienholder Type of Security Instrument [] Date
Date Type of Security Instrument: Deed of Trust D Mortgage
Place of Recording: (check appropriate box)  Clerk of Page
Department of Records of Multhomah County
6. ACCOUNT: You shall some the training of the state of t
7. TITLE: You warrant title to the Brown according to the terms of the Agreement.
are responsible for any costs or lovery to do so, you establish that you own the Property has a lover to be any costs or lovery the second sec
<ol> <li>LIENS ON PROPERTY: You shall not allow any type of lien to attach to the Property, whether it be a mechanic's lien, Judgment lien or tax lien.</li> <li>INSURANCE: Until you gay your data and the second second</li></ol>
materialmen's lien, indement lien on allow any type of lien to attach to the Property and it
9. INSURANCE: Until you pay your debt, you will (none all this is in the second
9. INSURANCE: Until you pay your debt, you will insure all buildings on the Property against damage by fire and all hazards (often will not require you to insure the Property for more than its damage by fire and all hazards (often is the property for more than its damage by fire and all hazards (often is the property for more than its damage by fire and all hazards (often is the property for more than its damage by fire and all hazards (often is the property for more than its damage by fire and all hazards (often is the property for more than its damage by fire and all hazards (often its damage by fire and all hazards).
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10. FAIL IPE TV) MARTATA BUTTA TO THE AND
may require. You will not us on the other we can be can be can be can be
<ol> <li>INSURANCE PROCEEDS: If we receive any insurance proceeds as a result of your experiencing loss of the use of the Property balance of your loan, (b) pay you as much of the money as with the money as and the loss and we can (a) use the property</li> </ol>
and then filing a claim front in the receive any insurance proceeds as a result of use
and then filing a claim for that loss, we need not pay you any interest on the loss and we can (a) use the proceeds to reduce the balance of your loan, (b) pay you as much of the money as we choose for the single purpose of renairing the Property money for any other purpose we may require
balance of your loan, (b) pay you as much of the money as we choose for the single purpose of repairing the Property money for any other purpose we may require. 12. TAXES: You will pay all the taxes under a second seco
due for these items to used, water or sewer rates or assessments on the business
12. TAXES: You will pay all the taxes, water or sewer rates or assessments on the Property unless we require you to pay the monies due for these items to us. If you do not pay these charges when due, we can pay them after we give you any notice the law may secures any such amounts we have paid.
secures any such amounts we have paid amount we have paid together with interact or a burn honce the law may
13. MAINTAIN DECORPTON IN THIS Deed
13. MAINTAIN PROPERTY: You shall keep the Property in good condition and repair. You shall not commit any waste. (b) the Property complies with all federal, state and local environment laws regarding hazardous and/or toxic waste, has not been used as a building material on any building material.
(b) the Property complies with all federal, state and local environment laws regarding hazardous and/or toxic waste, has not been used as a building material on any building erected on the Property in the past, (d) the property is pasted for asbestos
IDT aspestoe stormer and (a) if aspestoe stormer and of Waste (c) aspestoe
illegal drug activity and the Bronants is a failed field of the Property por the loss
<ul> <li>illegal drug activity, and the Property. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in the international automation of the property is not subject to seizure by any governmental authority because of any illegal drug activity.</li> <li><b>DEFENSE OF PROPERTY:</b> You shall appear and defend any action affecting the Property is in the international drug activity.</li> </ul>
charges or liene which but contest of compromise any interest in the Provide t
expenses, including cost of avidance of Sy reasonable another s rees. You shall to the aviant all your expense nav
<ul> <li>axpenses, including cost of evidence of title and reasonable attorney's fees. You shall, to the extent allowed by law, pay all costs and source of title and reasonable attorney's fees, in any action where we may appear.</li> <li>ALTERATIONS OR IMPROVEMENTS: No building or improvement on the Property will be altered, demolished or removed</li> <li>WHEN FULL AMOUNT DUE: We may attage of the source of</li></ul>
without our consent
6. WHEN FULL AMOUNT DUE: We may, at our ontion dealers the an
<ul> <li>16. WHEN FULL AMOUNT DUE: We may, at our option, declare the full amount of your loan due immediately for any of the following reasons:</li> <li>(a) Failure to Pay as Scheduled: If you do not pay any Payment Amount on your Account on the day it is due.</li> <li>(b) Failure to comply with this Deed on the your do not pay any tax, water or sever rate or proceeding.</li> </ul>
IST Patitice to community it is a few and that bay diversion on the second of the second seco
(d) Repairs: If you do not hear the Agreement: If you do not do anything you there is discussioned when it is due.
(e) Death: If you should die.
Return i A.
LAOR 20/79/80, Ed. Aug. '95 Return : Beneficial mts

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Revar	
Derformance of environment of the Ac	Scount, for in the performance may terms of your Agreement, or in we may foreclose this Deed, either by legal action or by advertisent.
sale in accordance with the laws of in this Deed.	count, or in the performance any terms of your Agreement, or in we may foreclose this Deed, either by legal action or by advertisement of
18. RIGHT TO CURE DEFAULT. Van Land	2 cure the default within 5 days of the date set by the Trustee as the date sed Statutes or as provided the trust of the date set by the Trustee as the date
sale, by paying us (a) the entire amount due. (b) the set	2 cure the default within 5 days of the date set by the Trustee as the date tual costs and expenses we incur, and (c) actual trustee's and enormey's fee sed Statutes or as provided by the laws of Oregon in effect at the set
effected.	a cure the default within 5 days of the date set by the Trustce as the date tual costs and expenses we incur, and (c) actual trustee's and attorney's fea sed Statutes or as provided by the laws of Oregon in effect at the time cure
19 SALE OF NO	of as provided by the laws of Oregon in affaith and anothey's le
and payable the Unpaid Balance on the Accounty volu	intarily without obtaining our consent, we may declare as immediately d intarily without obtaining our consent, we may declare as immediately d use the creditworthiness of the purchaser of the Property is estimated.
(2) that numbers a select the sale of the Property becau	inance Charge on that Balance. We will not exercise as immediately d
require an incompany of state, signed a written assume	intion again to make the part of the part
require, an increase in the Finance Charge Rate under 20. PRIOR MORTGAGES OR DEEDS OF THE	inance Charge on that Balance. We will not exercise our right to make the use the creditworthiness of the purchaser of the Property is satisfactory at r the Agreement with us which contains terms we specify including, if w u shall pay and keep current the monthly instalments on any prior deed deed of trust or motioners. Should any default be made in the agreement.
of any infortgage and shall prevent any default of the	a shall pay and keep current the monthly in the
deed of trust or morrange	a shall pay and keep current the monthly instalments on any prior deed of rior mortgage or deed of trust. Should any default be made in the paymer deed of trust or mortgage, or should any suit be filed to foreclose the prior d by this Deed shall be due and payable in full at any time. At our option ficiary or mortgage are the store or mortgage and up to the paymer
	The second and a second a se
we make on the loss and before an installicity of the bene	deed of trust or mortgage, or should any default be made in the paymer d by this Deed shall be due and payable in full at any time. At our option an secured by the prior deed of trust or mortgage and, up to the amount we ficiary or mortgagee on the prior deed of trust or mortgage. All payment r mortgage shall bear interest at the Finance Charge Returns the trust or mortgage.
so paid is paid in full	mortgage on the prior deed of trust or mouth the amount w
21. PREPAYMENT CHARGE: A Province of	an secured by the prior deed of trust or mortgage and, up to the amount we ficiary or mortgagee on the prior deed of trust or mortgage. All payment r mortgage shall bear interest at the Finance Charge Rate until the amount we have account to the prior deed of trust or mortgage.
The Change I through Balance on the Account to zone the	of assessed and collected if you many state
on the average of the Driver is the time the Principal Bal	by be assessed and collected if you prepay this Account; that is, if you close the Account during the first 60 months that this Account is open. ance is reduced and will be an amount equal to 6 months' Finance Charge months prior to the closing of the Account at the then prevailing Annual ed regardless of whether the prepayment on your Account moment
Percentage Rate. This Prenavment Charge ach of the 6	ance is reduced and will be an amount equal to 6 months' Finance Charge months prior to the closing of the Account at the then prevailing Annual ed regardless of whether the prepayment on your Account was voluntary
or involuntary.	ed regardless of whether the prensyment on the then prevailing Annual
22. FUTURE OWNERS: This Deed shall be binding upo	Propulyment on your Account was voluntary
24. COSTS OF RELEASE. You at it	the rest of the Property from this Deed. Any places
43. CHANGES IN DEED. This Part in CAP	enses of obtaining and recording.
<ul> <li>25. CHANGES IN DEED: This Deed cannot be changed or</li> <li>26. SUBSTITUTION OF TRUSTEE: If the Trustee resigns</li> <li>27. NOTICE OF DEFAULT: We request that a copy of any p</li> </ul>	the rest of the Property. enses of obtaining and recording all releases from and of this Deed. reminated except in a writing which we sign
27. NOTICE OF DEFAULT, W	, we may appoint a Successor T
<ol> <li>COPY: You acknowledge that you received a true copy of</li> <li>SIGNATURE: You have bigned and and a finite copy of</li> </ol>	a copy of any notice of sale mailed to you also be
29. Store All ISP. You hand ).	f this Deed.
identified below as "witnesses."	AUG 7 19 98 the
Witness Am Rose	$19_{9}$ $9$ the presence of the persons
A A A	x Konold I by
Witness Andra Rouris	
	X (SEAL)
STATE OF OTHER	JOYCE A. GRABER Granior (SEAL)
STATE OF OREGON, COUNTY OF JACKSON	
On this <u>7</u> day of <u>AUGUST</u> <u>JACKSON</u> before me, a Notary Public in and for said State, personally appeared DONALD L & JOYCE A GRABER	STATE OF OREGON, COUNTY OF I HEREBY CERTIFY That this instant
appeared DUNALD L & JOYCE A GRABER	record at the many of the list full the file of the
known to me to be the person(s) whose name(s) <u>ARE</u>	past o'cluck M this day of minutes
subscribed to the within instrument and acknowledged to me	19 in my office, and duly recorded in Book of Mortgages a page
that executed the same	
andra horris	OFFICIAL SEAL
My Commission expires: 5/20/0 Notary Public of Oregon	SANDRA MORRIS NOTARY PUBLIC - OREGON
The commussion expires: 3/00/02	COMMISSION NO. 312761
	MY COMMISSION EXPIRES MAY 20, 2002
REQUEST FOR FULL	L RECONVEYANCE
The word of the second se	Date: 10
The undersigned is the legal owner and holder of all indebtedness Deed of Trust have been fully paid and satisfied. You hereby are direct frust (which are delivered to you herewith together with the Deed of T by the terms of the Deed of Trust the estate now held by you under older of the indebtedness preservice.	secured by the foregoing Deed of The
Seed of Trust have been fully paid and satisfied. You hereby are direct frust (which are delivered to you herewith together with the Deed of T by the terms of the Deed of Trust the estate now held by you under solder of the indebtedness presenting this request.	ted to cancel all evidences of indebtedness secured by that
older of the indebtedness presenting this request	the same, Mail reconvey, without warranty, to the parties designed
S was request.	in the office of the
	Beneficiary
	Beneficial Oregon Inc. d/b/a BENEFICIAL MORTGAGE CO.
	By
ATE OF OREGON: COUNTY	
TATE OF OREGON: COUNTY OF KLAMATH : ss.	Office Manager
ed for record at request of Amerittitle	A MANUSCICIAN CARE
August AD 10 co	
August A.D., 19 <u>98</u> at <u>10:58</u> o'cl of <u>Mortgages</u>	lock M., and (a) A day
	on Page 2952
s15.00	// Bernether A A A
_ INVEX 52	By Katalun and Brown Cork
D	A Contraction of the second se
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the second se	

## LEGAL DESCRIPTION EXHIBIT A

That portion of the following described property lying Southerly of the South Boundary of the Klamath Falls-Lakeview Highway No. 140.

The NEI/4 NWI/4 EXCEPT the East 440 feet and also EXCEPT the West 440 feet of Section 21, Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon

## STATE OF OREGON: COUNTY OF KLAMATH : ss.

			Amerititle		the <u>2110</u> day			
Filed for	record at request of October	of	Americicie	o'clock	A. M., and duly re	ecorded in Vo	ol. <u>M98</u>	
of	Octoper	A.D., 19	<u>Mortgages</u>					
		of	<u>MCILSapea</u>		. / Bernetha G	Letsch, Cou	inty Clerk	
	er and an an	. •		By	Kottlun Bro	al		
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