



36400 25558

17. **DEFAULT:** If you default in the performance of this Account, or in the performance of any terms of your Agreement, or in the performance of anything you agree to do in this Deed, we may foreclose this Deed, either by legal action or by advertisement and sale in accordance with the laws of Oregon.
18. **RIGHT TO CURE DEFAULT:** You have the right to 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 actual costs and expenses we incur, and (c) actual trustee's and attorney's fees, as provided by section 86.75(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 that Balance. We will not exercise our right to make that declaration if (1) we allow the sale of the Property because the creditworthiness of the purchaser of the Property is satisfactory and (2) that purchaser, prior to sale, signed a written assumption agreement with us which contains terms we specify including, if we require, an increase in the Finance Charge Rate under 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 or 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 Deed shall be due and payable in full at any time. At our option, 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 subrogated to the rights of the beneficiary or mortgagee on the prior deed of trust or mortgage. All payments we make on the loan secured by the prior deed of trust or mortgage shall bear interest at the Finance Charge Rate until the amount so paid is paid in full.
21. **PREPAYMENT 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' Finance 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 Percentage Rate. This Prepayment Charge may be assessed 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 Property.
23. **PARTIAL RELEASE OF PROPERTY:** At your request, 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 and 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.
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 Deed.
29. **SIGNATURE:** You have signed and sealed this Deed on AUG 7, 1998 in the presence of the persons identified below as "witnesses."

Witness Van Rose  
Witness Sandra Morris

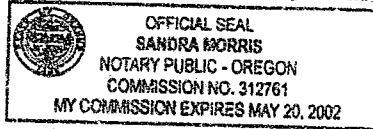
X Donald L. Graber (SEAL)  
DONALD L. GRABER Grantor  
X Joyce A. Graber (SEAL)  
JOYCE A. GRABER Grantor

STATE OF OREGON, COUNTY OF JACKSON  
On this 7 day of AUGUST, 1998  
before me, a Notary Public in and for said State, personally  
appeared DONALD L. & JOYCE A. GRABER

known to me to be the person(s) whose name(s) ARE  
subscribed to the within instrument and acknowledged to me  
that They executed the same.

Sandra Morris  
My Commission expires: 5/20/02 Notary Public of Oregon

STATE OF OREGON, COUNTY OF JACKSON  
I HEREBY CERTIFY That this instrument was filed for  
record at the request of the Beneficiary at 10:58 minutes  
past 10 o'clock M. this day of AUGUST  
1998 in my office, and duly recorded in Book  
       of Mortgages at page       



### REQUEST FOR FULL RECONVEYANCE

\_\_\_\_\_, Trustee

Date: \_\_\_\_\_, 19\_\_\_\_

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. You hereby are directed to cancel all evidences of indebtedness secured by that Deed of Trust (which are delivered to you herewith together 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.

Beneficiary  
Beneficial Oregon Inc. d/b/a  
BENEFICIAL MORTGAGE CO.  
By \_\_\_\_\_

Office Manager

STATE OF OREGON: COUNTY OF KLAMATH: ss.

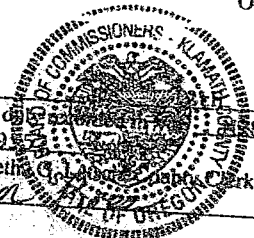
Filed for record at request of Amerititle  
of August A.D., 1998 at 10:58 o'clock A. M., and day         
of Mortgages on Page 29

FEE \$15.00

INDEXED

D 1

By Kathleen G. L. L. L.



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 NE1/4 NW1/4 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.

Filed for record at request of Amerititle the 2nd day  
of October A.D. 19 98 at 11:46 o'clock A. M., and duly recorded in Vol. M98  
of Mortgages on Page 36399

Bernetha G. Letsch, County Clerk

By Kathleen Ross

FEE \$15.00 Re-record