

RECORDING REQUESTED BY
67467

Vol. 199 Page 36830
98 OCT -7 A9:46

WHEN RECORDED MAIL TO

NAME LYNN & DORIS HART
ADDRESS 9372 JULIE BETH
CITY CYPRESS, CALIF. 90630
STATE & ZIP

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

(SHORT FORM) ADDITIONAL ADVANCE

This Deed of Trust, made this 22ND day of JUNE, 19 95, between
KATHLEEN MARIE WRIGHT AN UNMARRIED WOMAN AS HER SOLE PROPERTY herein called TRUSTOR,
whose address is 23023 DRAZIL RD, MALIN, OREGON 97632
(Number and Street) (City) (State)
and SOUTH COAST TITLE COMPANY, a California Corporation, herein called Trustee, and LYNN L. HART AND
DORIS L. HART HUSBAND AND WIFE AS COMMUNITY PROPERTY, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to trustee in trust, with power of sale, that property
in KLAMATH County, California, described as:

NW 1/4, NE 1/4, SEC. 16, TS. 41S., R. 12E., W.M.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by
paragraph (5) of Section A of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor herein contained; 2. payment of the indebtedness evidenced by one promis-
sory note of even date herewith in the principal sum of \$ 3641.30 2459.00 executed by Trustor in favor of Beneficiary or order; 3. pay-
ment of any money that may be advanced by the Beneficiary to the then record owner of said property with interest thereon evidenced by additional notes
(indicating they are so secured) or by endorsement on the original note, executed by then record owner of said property.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured
hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (9), inclusive, of Section B of the fictitious deed of trust recorded in the office of the
county recorder of the county where said property is located, noted below opposite the name of such county, vis:

County	Date	File Number	County	Date	File Number
Los Angeles	April 21, 1989	89-626684	San Bernardino	April 19, 1989	89-139423
Orange	April 18, 1989	89-202777	San Diego	February 1, 1989	89-055616
Riverside	April 20, 1989	89-125037			

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully
as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said
provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

THE UNDERSIGNED TRUSTOR request that copy of any notice to default and of any notice of sale hereunder be mailed to him at his
address herein before set forth.

STATE OF CALIFORNIA

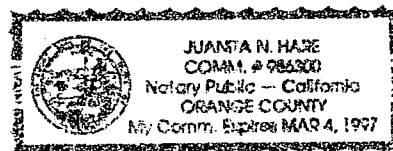
COUNTY OF Orange SS

On June 22, 19 95, before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared Kathleen Marie Wright

personally known to me (or proved to me on the basis of satisfactory evi-
dence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the per-
son(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature
date



(THIS AREA FOR OFFICIAL SEAL)

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTEE AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon or to convert or to use in any way whatsoever; any building which may be constructed, damaged or destroyed thereon, and to pay when due, all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fence, graze, prune and to do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary, the amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby, and in such order as Beneficiary may determine, or at option of Beneficiary, this entire amount so collected, or any part thereof, may be released to Trustee. Such application or release shall not cure or waive any defect or notice of default hereunder, or invalidate any act done pursuant to such notice.
3. To accept in and defend any action or proceeding 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, in any such action or proceeding in which Beneficiary or Trustee may succeed, and in any suit brought by Beneficiary to enforce this Deed.
4. To Pay, At least ten days before delinquency of taxes and assessments affecting said property, including assessments on apartment water stock when due, all encumbrances, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

B. IT IS MUTUALLY AGREED THAT:

1. Should this property hereinafter set forth ever become subject to any lien for the purpose of securing the payment of any taxes levied upon personal property of any kind or character other than household goods and furniture located in or situated on said real property above described, then the Beneficiary shall have, and is hereby given the right, at his option, to declare all sums secured hereby immediately due and payable.
2. 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 money received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
4. At any time, or from time to time, without liability therefor, and without notice upon written request of Beneficiary and presentation of this Deed of Trust and the note or notes secured thereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may receive any part of said property, and upon written request of Beneficiary, stating that all sums secured thereby have been paid, and upon surrender of this Deed of Trust and the note or notes secured thereby to the Trustee for cancellation and retention, and upon payment of its fees, Trustee shall receive without covenant or warranty, the property then held hereunder. The receipt in any such partial or full reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of a full reconveyance, Trustee may destroy said note and this Deed of Trust, unless directed in such request to retain them.
5. Upon endorsement of this Deed of Trust and the note or notes secured thereby conveying any endorsement agreements, or any agreement subordinating the lien or charge of said Deed of Trust, or any agreement modifying the note or notes secured by said Deed of Trust, or the decaying of any easement on said property, or the making of any map or plot of said property, the consent and joinder of the Trustee in such subordination agreement, deed or map, shall not be required.
6. Upon default by Trustee in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditure secured hereby. After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustee, shall sell said property

Should Trustee fail to make any payment or to do any act on herein provided, then Beneficiary or Trustee, but without obligation on to do and without notice to or demand upon Trustee and without releasing Trustee from any obligation hereof, may make or do the same in such manner and to such extent as he or she may deem necessary to protect this security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, collect or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto and, in executing any such powers pay necessary expenses, employ counsel and pay his reasonable fees.

5. That Beneficiary shall be entitled at any time, at his option, either by deed or by a receiver, to be appointed by a court therefore, to enter upon and take possession of said premises, or any part thereof, and to do and perform such acts of repair, cultivation or protection as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof for such rental term and upon such condition as its judgment may dictate, and to collect and receive for rents, issues and profits thereof, which said rents, issues and profits, present and future, are hereby assigned to the Beneficiary as further security, but which assignment Beneficiary agrees not to enforce so long as Trustee is not in default hereunder; and the Beneficiary shall apply such rents, issues and profits thereof, in the manner hereinafter specified in respect of proceeds of sale of said premises. In the event that the Beneficiary shall exercise the option hereby granted, Trustee agrees to surrender to the Beneficiary possession of said premises and not to interfere in any manner with the exercise of the rights hereby granted; and the expenses thereon incurred, including compensation to said Beneficiary and receiver, and attorney's fees and costs and disbursements shall be deemed to be a portion of the expenses of this Trust, and secured hereby and Trustee agrees to pay immediately and without demand, all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the legal rate of interest.

at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may, from time to time, postpone the sale of all, or any portion of said property by the publication, prior to the date of sale so advertised, of one notice of postponement in the same newspaper or newspapers in which the original notice of sale was published, or by one public announcement thereof at the time and place of sale so advertised or postponed. If the sale is so postponed, or is postponed in any manner, or if the sale for any reason is not held within one year from the time set for the first sale, the Trustee, at his election shall have the right to again give notice of sale as then required by law for an original sale. Trustee shall deliver to such purchaser as then conveying the property so sold, but without any covenant or warranty, express or implied. The receipt in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustee, or Beneficiary as herein defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then paid, with accrued interest at seven percent per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, such instrument when executed, acknowledged and recorded in the office of the Recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, the power of substitution shall not be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

8. This Deed of Trust applies to, runs to the benefit of, and binds all persons herein, their heirs, legal heirs, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein in this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To SOUTH COAST TITLE CO. Trustee:

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance To:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.

Both must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lynn & Doyle Hart the 7th day
of October, A.D., 19 98 at 9:46 o'clock A. M., and duly recorded in Vol. M98,
of Mortgages on Page 36830.

FEE \$15.00

By Bernetha G. Letsch, County ClerkBy Kathleen Rose