Associates Home Equity Services Western Division 14415 S. 50th Seite #100 Process, AZ #5044

JW 12 P1 34

MTC 46368-LW TRUST DEED

THIS TRUST DEED, made on 12/29/98

between TERRY-ALLEN CHANE

MERITITI F

, as Grantor,

as Trustee, and

, as Beneficiary

ASSOCIATES HOME EQUITY SERVICES, INC.

## WITNESSETH

Grantor irrevocably grants, bargains, salls and conveys to Trustee in trust, with power of sale, the property in

KLAMATH
SEE EXHIBIT A ATTACHED HERETO, INCUMPORATED HEREIN AND MADE A PART HEREOF

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and profits thereof and all fixtures now attached to or used in connection with said real estate:

For the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by an Promissory Note of even date herewith, made by Grantor, in the Principal amount of \$ 15,833.62 monthly installments; with the final installment due , payable to the order of Beneficiary at all times (the 01/04/19 and any extensions) (2) performance of each agreement of Grantor herein contained; (3) payment of all sums expended or advanced by Beneficiary under or 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 or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary; the
- 2. To provide, maintain and deliver to Beneficiary insurance on the premises satisfactory to Beneficiary and with loss payable to the 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 the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act
- 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 may be permitted or
- 4. To appear 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 as may be permitted or limited 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 of superior hereto.

ASSOCIATES HOME EQUITY SERVICES, INC.

The tax account number for the property described above . In the event of a discrepancy between the property covered by said Tax Account Number and the above description, the above descriptionshall control.