recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expanditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Klamath County, Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Granter, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if addresses shown near the beginning of this Deed of Trust. Any party may change its address or notices under this Deed of Trust by giving formal the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address. All copies of notices of foreclosure from For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Doed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Doed of Trust. No alteration of or amendment to this Doed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall turnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. Property less all cash expenditures made in connection with the operation of the

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Deed of Trust shall be joint and several, and all references to Borrower shall mean each and every Borrower, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Deed of Trust (or under the Related Documents) Walvers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

COMMERCIAL DEED OF TRUST. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF <u>Gregor</u>			OFFICIAL SEAL ANGALEE M. LESLIE
COUNTY OF Klamath) 68)		NOTARY PUBLIC-OREGON COMMISSION NO. 060856
	-	• .	LTY COMMISSION EXPIRES JAN. 8, 2001
On this day before me, the undersigned Notary lescribed in and who executed the Dead of Tra	Public, personally appeared ist, and acknowledged that !	t Randy L Shaw they signed the D	and Carolyn J Shaw, to me known to be the individuals eed of Trust as their free and voluntary act and deed, for

Given under my hand and official seel this Nestre Residing at 803 Main of Jan 62001 Notary Public In and for the State of My commission expires REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full) To: The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully peld and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty; to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to: ryae easing. Date: Beneficiary: By: is the consumal to the mission of it. to mains paralled Its: LASER PRO, Reg. U.S. Pat. & T.M. OH., Ver. 3.26 (a) 1699 OF ProServices, Inc. All rights reserved. [OR. Got. TIMMMOD.LN C1. OV.] - คาม ค.ศ. คามการการ อยี่ประชาการสุดคามที่ รับสีที่อยังคามหาก (พ.ศ. พ.ศ. พฤติสารณ์ที่สิทธิสมร์ ประกอ 6. ภู.ค.ค - พ.ศ. ค.ศ. คามการการสุดคามที่ พ.ศ. คามการการสุดคามหาก (พ.ศ. พ.ศ. คามหาก (พ.ศ. พ.ศ. พ.ศ. พ.ศ. พ.ศ. พ.ศ. พ.ศ. พ sempora force o Emperiore anticaria. Les anticarios os confige force esta em conse ा गाँच क्रामा देखकाल प्राप्त हर हामाना का महारा प्रतिविद्युक्त नावकार प्रमुख्य विद्युक्त न कार्यकार है, एक के ता करें हैं जिल्हें के कि के के किया के का कुछ की प्रकार में के किया है है कि किया है कि किया है कि किया है STATE OF OREGON: COUNTY OF KLAMATH: Amerititle Filed for record at request of March A.D., 1999 at 11:21 o'clock A.M., and duly recorded in Vol. Mortgages 7303 on Page Linda Smith, County Clerk \$35.00 Kethin FEE

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