ASPEN 04049542	
AS PEN 04049542 99 JPR 29 P3 39 TRUST DEED THIS TRUST DEED, made this	Vol. M99 Page 16245
THIS TF UST DEED, made this 20th	day of April , 1999 .
between Peter J. Wodzewoda and Paulette L. Wodsewoda	as tenants by the entire by
Aspen Title and Escrow	, as Trustee, and
ASSOCIATES FINANCIAL SERVICES COMPANY	OF OREGON, INC.
as Beneficiary,	
WITNESSETH:	
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the	property in Klamath
County, Oregon, described as:	
Lot 15 in Block 4 of First Addition to Tonave the official plat thereof on file in the offi	ee Homes, according to ice of the County Clerk

which real property is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hareditaments and appurtenances and all other rights thereunto belonging or in anywise now appertaining, and the ronts, 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 in the principal sum of \$ 6.7.24.9.31 and all other lawful charges evidenced by a loan agreement of even date horewith, made by granter, payable to the order of boneficiary at all times, in monthly payments, with the full debt, if not paid earlier, due and payable on 05/01/29 ____; and any extensions thereof;

(2) performance of each agreement of grantor herein contained, (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest at the note rate thereon.

To protect the security of this trust deed, granter agrees:

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promotly and in good and workmanlike manner any building which may be constructed, demaged 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 eli 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 keep the improvements now existing or hereinafter erected on the premises incured against loss or damage by fire and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary may require in such amounts and for such periods as Beneficiary may require, and in an insurance company or insurance companies acceptable to Beneficiary. Alinsurance policies and renewals shall designate Beneficiary as mortgage lose payee and shall be in a form acceptable to Beneficiary. Grantor hereby contacts full power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Beneficiary's option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds loward payment of the note shall not extend or postpone the one date of monthly installments due under the
- 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 feed actually incurred as permitted by law.
- 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 atterney's fees in a reasonable sum as permitted 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 encurnbrances, the get and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto
- 6. If Parantor fails to perform the covenants and agreements contained in this Trust Deed, including, without limitation, covenants to pay taxes. produre insurance, and protect against prior liens, Beneficiary may at its option, but shall not be required to, disburse such sums and take such actions necessary to pay such taxes, produre such insurance, or otherwise to protect Beneficiary's interest. Any amount disbursed by Beneficiary hereunder shall be an additional obligation of Beneficiary secured by this Trust Doed. Unless Grantor and Beneficiary agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of disburcement by Beneficiary at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action whatsoever.

It is n utually agreed that:

7. 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 monies received by it in the same manner and with the same effect as above provided tor disposition of proceeds of fire or other insurance

Deliver to

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

2047 Washburn Way, Klamath Falls, Or. 97603 Phone (541)885-9991

> ORIGINAL (1) BORROWER COPY (1)

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B. Light many default by grantor or if all or any part of the property is sold or transferred by grantor without beneficiery's censent, the beneficiary may attent the soldour neglective the highest place by agont, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property shall not cure or waive any default or notice of default or invalidate any actions pursuant to such notice.

9. Upon default by granter in payment of any indebtedness secured or in his partermance of any agreement, the beneficiary may declare all sums secured inmediately due and payable, in such event beneficiary at its election may proceed to foreclose the trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to self the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

- 10. If offer default and prior to the time and date set by trustee for the trustee's cale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligations as permitted by law.
- 11. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney fees incurred by ceneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 12. After a lawful lopse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the process, as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without expression implied coverants or warranty. Any person excluding the trustee may purchase at the sale.
- 13. When the trustee sells purcuent to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale including the lawful fees of the trustee and the reasonable fees of the trustee's attorney, (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appr at in the order of their priority, and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.
- 14. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder.

The grantor devenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has valid, unencumbered title therete and that he will warrant and forever defend the same against all persons whomsoever.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This dead applies to, inures to the benefit of and binds all parties hereto, their heirs, legatess, devicess, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In constraining this dead and wheneveythe context so requires, the masculine gender includes the fem nine and the neuter, and the singular number in dudes the phiral.

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	Witness			
			Paulette L. Wodzewoda	
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STATE OF OREGON)	CFFIDIAL SEAL	
			ACTION JOSEPH ALCOVORS	
) SS.	NOTARY FUELIC-ORECON	
			MY CODDESSION NO. 1027 08 4	
County of <u>Klam</u>	ath)	Total Charles and the second of the control of the	
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Personally appeared the	above named <u>Peter J. Wo</u>	idzewoda_	and Paulette L. Modzewoda	and
acknowled jud the foreg	icing instrument to be	<u>their</u>	voluntary act	and deed
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	To be used o	inly when obligati	ons liave been paid.	ļ
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The undersigned is the	1999) owner and holder of all instabledness success.	by the foregoing bust	deed. All nums seared by said most dead have been fully paid and satisfied. Y	·
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designated by the terms of ser	id trust dead the estate now held by you under the sa	inis. Mult reconvoyan	se and documents to	
PATED:				i
DATED.				
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STATE OF OREGON : 0	COUNTY OF KLAMATH: ss.			
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or REKIL	A.D., 1999 at 3:	: <u>39</u> o'cl	ock P. M., and duly recorded in Vel. 1699	
	of MORTGAGES		on Page <u>16245</u>	
			Linda Smith, County Clerk	
TEE 15.00			by Genda Smith	