30 688 1979 AUG 1 1 AN 10: 27	ASPEN 04050004 TRUST DEED	Vol M99 Page 32:	304
THIS TRUST DEED, made this5th			
between Peggy L. Jones, and e Aspen Title and Escrow I	state in fee simple	day of Aug	,1999_,
Aspen Title and Escrow, I	nc.		, as Grantor,
ASSOCIATES FIN	NANCIAL SERVICES COMPANY	OF OREGON, INC.	, as Trustee, and
Grantor irrevocable access	WITNESSETH:		
Grantor irrevocably grants, bargains, sells and conveys to	trustee in trust, with power of sale, the p	property in <u>Klamath</u>	
County, Ore	egon, described as:		
Lot 9, Block 48, Hillside Falls, in the County of K	e Addition to the circlamath, State of Ore	ty of Klamath ∋gon.	
which real property is not currently used for agricultural, time appurtenances and all other rights thereunto belonging or attached to or used in connection with said real estate: For the purpose of securing: (1) Payment of the indebted by a loan agreement of even date herewith, made by granton not paid earlier, due and payable on \(\frac{08/10/29}{2} \) (2) performance of each agreement of grantor herein contains the terms hereof, together with interest at the note rate thereof.	Iness in the principal sum of \$ 5845 or, payable to the order of beneficiary at	3.12 and all other lawful charge all times, in monthly payments, with	all fixtures now ges evidenced the full debt, if
o protect the security of this trust deed, grantor agrees			
1. To keep said property in good condition and repair; not and workmanlike manner any building which may be construent and materials furnished therefor; to comply with all laws affect commit or permit waste thereof; not to commit, suffer or per character or use of said property may be reasonably necessa 2. To provide, maintain and keep the improvements now either hazards and perils included within the scope of a standard in such amounts and for such periods as Beneficiary may requires insurance policies and renewals shall designate Beneficiary as confers full power on Beneficiary to settle and compromise becoming payable thereunder; and, at Beneficiary's option, to note. Any application of such proceeds toward payment of the note.	acting said property or requiring any alterization and act upon said property in violation; the specific enumerations herein not existing or hereinafter erected on the present extended coverage endorsement, are uire, and in an insurance company or in as mortgage loss payee and shall be in a all loss claims on all such policies; to apply same toward either the restoration note shall not extend or postpone the	ations or improvements to be made thation of law, and do all other acts where excluding the general. The emises insured against loss or damaged as the emises insured against loss or damaged such other hazards as Beneficiary surance companies acceptable to Bera arone companies acceptable to Bera form acceptable to Beneficiary. Grand of demand, receive, and receipt for on or repair of the premises or the page edue date of monthly installiments die	por performed hereon, not to hich from the ge by fire and may require neficiary. All rantor hereby all proceeds symmet of the linder
3. To pay all costs, fees and expenses of this trust includir connection with or enforcing this obligation, and trustee's and a 4. To appear in and defend any action or proceeding purposes all costs and expenses, including costs of evidence of the proceeding in which beneficiary or trustee may appear.	ng the cost of title search as well as oth attorney's fees actually incurred as perm	ner costs and expenses of the trustee	e incurred in
U 10 pay di (east ien (10) deve processe de le			Ch action or
5. To pay at least ten (10) days prior to delinquency all tax and liens with interest on the property or any part thereof that at 6. If Grantor fails to perform the covenants and agreemer rocure insurance, and protect against prior liens. Beneficiary eccessary to pay such taxes, procure such insurance, or other hall be an additional obligation of Beneficiary secured by this ayable immediately by Grantor upon notice from Beneficiary isser of the rate stated in the note or the highest rate permission cur any expense or take any action whatsoever.	nts contained in this Trust Deed, including may at its option, but shall not be required with the protect Beneficiary's interest. If Trust Deed. Unless Grantor and Beneficiary	ding, without limitation, covenants to ed to, disburse such sums and take s Any amount disbursed by Beneficiary Clary agree otherwise, all such	pay taxes such actions hereunder
 Any award of damages in connection with any condemnate half be paid to beneficiary who may apply or release such most sposition of proceeds of fire or other insurance. 	tion for public use of or injury to said prop inles received by it in the same manner	perty or any part thereof is hereby as: and with the same effect as above p	signed and provided for

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC. 2047 Washburn Way Klamath Falls, Oregon 97603 Phone (541)885-9991 (Address)

Deliver to

- 8. Unor any estault by grantor or if all or any part of the property is sold or transferred by grantor without beneficiary's consent, the beneficiary may at any time, without notice, without in peticon or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
- 9. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this 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 sell 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 after default and prior to the time and date set by trustee for the trustee's sale, 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 beneficiary consequent to grantor's default. Grantor will pay these fees upon demand.
- 12. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property 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 express or implied covenants or warranty. Any person excluding the trustee may purchase at the sale.
- 13. When the trustee sells pursuant 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 appear in the order of their priority, and (4) the surplus, if any, to the grantor 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 successors 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 covenants 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 thereto and that he will warrant and forever defend the same against all persons

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

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and

herein. In construing this deed and whenever the context so requirements includes the plural.	luding pledgee, of the note secured hereby, whether or not named as a beneficie ires, the masculine gender includes the feminine and the neuter, and the singu			
IN WITNESS WHEREOF, the grantor has hereunto set his hand a	and seal the day and year first above written.			
Musin Hopbard	Granfor Page of Land			
Wijhess	Peggy L. Jones			
Witness	Grantor			
STATE OF OREGON	OFFICIAL SEAL JAMES A. SOWLES NOTARY PUBLIC-OREGON COMMISSION NO. 052668 MY COMMISSION EXPIRES MAR. 28, 2001			
County of Klamath)			
Personally appeared the above named Peggy L	Jones			
acknowledged the foregoing instrument to be	voluntary act and deed			
Before me: James G. Sourles	My commission expires: Mul 18, 2000 Notary Public			
REQUEST FO To be used only wi	R FULL RECONVEYANCE nen obligations have been paid.			
TO:	stee			
The undersigned is the legal owner and holder of all indebtedness secured by the fi	oregoing trust deed. All sums secured by said trust deed have been fully paid and sabsfied. You nevery			
are orecared to cancel all evidences of indebtedness secured by said trust deed (which and designated by the terms of said trust deed the estate now held by you under the same. Ma	a delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties it reconveyance and documents to			
DATED.				
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Bo	Beneficiary th must be delivered to the trustee for cancellation before reconveyance will be made.			
accuracyznes will be made.				