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8. Upon any default by grantor or it 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, either in person 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 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 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 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 deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, 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 construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

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AFFIDAVIT

STATEMENT UNDER OATH REGARDING POSSESSION AND REPAIRS OR ALTERATIONS

STATE OF OREGON	사이 하는 이 등 시간에 있으로 하는 것이 되었다. 그런 이 등 전 시간에 되었다. 그런 이 그를 하는 것으로 하는 것이 되었다. 이 등에 들어 보고 있는 것이 되었다. 그렇게 되었다. 14.
COUNTY OF JACKSON	
	:
REGARDING TRANS	- 발생 경기 등에 발생하는 것은 것도 한 경기 속도 한 경기에 되었다. 경기를 선물하게 된다고 속이 되었다는 것을 하고 있는 것은 것을 하는 것이다.
TOUR PROPERTY DESCRIBED A	AS 22195 MALONE RD, MERRILL, OR 97633
UNDER OATH I STATE THAT:	
A.THE PROPERTY IS AT THIS DATE	IN THE POSSESSION OF
CRAIG I QUICK AND PAMEI	LA JEANNE QUICK, Husband and Wife
B. NO REPAIRS OR ALTERATIONS H 75 DAYS PRECEDING THIS STAT	
IF NONE CHECK HERE	
C, THERE ARE NO EXISTING LEASES	AND TENANCIES EXCEPT
F NONE, CHECK HERE	
ATED 10/21/99	
WIED 107,217,99	
경기 등등 한 경험 경험 등 보다 하다는 보다 하나 되었다. " 하는 사람이 기능 경우를 들었다. "아니는 이글 등 것이다. "	Cinn Of /
생기 하고 경우하고 있다. 경우 사이를 받는데 있다. 이 경우 이 기급을 하는 경우를 보고 있다. 그런 이 이 기를 받는다.	CRAIG LOUICK OWNER
	PAMELA JEANNE OUTCY XPUNCHASER
JBSCRIBED AND SWORN TO BEFORE I	ME DATE SHOWN AROUN
	3 12 // -
OFFICIAL SEAL SONYA BALLENGER	- OGZA Sully
NOTARY PUBLIC-OREGON COMMISSION NO. 300937 MY COMMISSION EXPIRES MAY 7, 2001	NOTARY PUBLIC FOR OREGON SONYA BALLENGER MY COMMISSION EXPIRES 5/7/01
	State of Oregon, County of Klamath Recorded 10/28/99, at <u>9:21a</u> m.

County Clerk

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