## ASPEN 01050665

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THIS TRUST (	DEED, made this	day of	December	1999
between	William Victor Plourde			as Grantor,
	Aspen Title		, as T	rustee, and
	ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, I	NC.		.,
aa Danafisiaa				
as Beneficiary	WITNESSETH:			
Grantor irrevo	cably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in			
Klamat	h County, Oregon, described as:			
	Lot 6, Block 10, KLAMATH LAKE ADDITION TO THE CITY OF KLAMATH in the County of Klamath, State of Oregon.	FALL	S,	
	CODE 1 MAP 3809-19DB TL 5200			
	en en tradición de la companya de l La companya de la co			
	en de la composition de la composition de la celebration de la composition de la composition de la composition La composition de la			
appurtenanc attached to c	operty is not currently used for agricultural, timber or grazing purposes, together with all and singular t es and all other rights thereunto belonging or in anywise now appertaining, and the rents, issues and r used in connection with said real estate: urpose of securing: (1) Payment of the indebtedness in the principal sum of \$ 12,073.02 and	profits t	hereof and all	fixtures nov
	repose of securing: (1) Payment of the indebtedness in the principal sum of \$\frac{12,073.02}{12,073.02}\$ and reement of even date herewith, made by grantor, payable to the order of beneficiary at all times, in mor			
	ier, due and payable on 12/20/06; and any extensions thereof;		,	
(2) performa	nce of each agreement of grantor herein contained; (3) payment of all sums expended or advanced be reof, together with interest at the note rate thereon.	y bene	ficiary under o	r pursuant t
	t the security of this trust deed, grantor agrees:			
and workma and materia commit or p character or	ep said property in good condition and repair; not to remove or demolish any building thereon; to complete manner any building which may be constructed, damaged or destroyed thereon and to pay where is furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvermit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and use of said property may be reasonably necessary; the specific enumerations herein not excluding the content of the specific enumerations.	n due ai rements d do ai general.	il claims for lab s to be made th I other acts wh	or performe ereon; not t nich from th
2. To pro other hazard in such amo insurance p confers full becoming p note. Any	vide, maintain and keep the improvements now existing or hereinafter erected on the premises insured do and perils included within the scope of a standard extended coverage endorsement, and such other hours and for such periods as Beneficiary may require, and in an insurance company or insurance compositions and renewals shall designate Beneficiary as mortgage loss payee and shall be in a form acceptate power on Beneficiary to settle and compromise all loss claims on all such policies; to demand, recayable thereunder; and, at Beneficiary's option, to apply same toward either the restoration or repair of application of such proceeds toward payment of the note shall not extend or postpone the due date of	against azards anies ac able to l ceive, a the pre	t loss or damag as Beneficiary ceptable to Be Beneficiary. Go and receipt for mises or the pa	may require neficiary. A antor hereb all proceed ayment of the
connection	y all costs, fees and expenses of this trust including the cost of title search as well as other costs and with or enforcing this obligation, and trustee's and attorney's fees actually incurred as permitted by law.  pear in and defend any action or proceeding purporting to affect the security hereof or the rights or pow	ers of b	peneficiary or t	rustee; and
pay all cos proceeding	ts and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as perr in which beneficiary or trustee may appear.	nitted b	y law, in any s	uch action
5. To pa and liens w	ry at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay whith interest on the property or any part thereof that at any time appear to be prior or superior hereto.	en due	all encumbrar	ices, charg
procure ins necessary shall be an payable im lesser of th incur any e	untor fails to perform the covenants and agreements contained in this Trust Deed, including, without urance, and protect against prior liens, Beneficiary may at its option, but shall not be required to, disburs to pay such taxes, procure such insurance, or otherwise to protect Beneficiary's interest. Any amount additional obligation of Beneficiary secured by this Trust Deed. Unless Grantor and Beneficiary agree of mediately by Grantor upon notice from Beneficiary to Grantor, and may bear interest from the date of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paypense or take any action whatsoever.	se such disburs otherwis disburs	sums and take ed by Beneficia se, all such am sement by Ben	such action ary hereund ounts shall eficiary at t
	ually agreed that:	nart th	ereof is hereby	assigned a
shall be pa	award of damages in connection with any condemnation for public use of or injury to said property or any aid to beneficiary who may apply or release such monies received by it in the same manner and with th of proceeds of fire or other insurance.	e same	effect as abov	e provided
Deliver to	ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON,	INC		

2047 Washburn Way Klamath Falls, OR 97603

(Address)

ORIGINAL (1)
BORROWER COPY (1)
RETENTION (1)

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- 8. Upon any default 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, 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 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

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 INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED INSTRUMENT.

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.

umber includes the plural.	and the day and year first above written.
umber includes the plural.  IN WITNESS WHEREOF, the grantor has hereunto set his hand and set with the set wi	William Victor Plourde
	Grantor
STATE OF OREGON	OFFICIAL SEAL CHRISTIN' S. HUBBARD NOTARY PUBLIC-OREGON COMMISSION NO. 323236 MY COMMISSION EXPIRES MAY 9, 2003
County of Klamath	) and
Personally appeared the above namedWilliam Vict	tor Plourde
acknowledged the foregoing instrument to be His  Before me:	My commission expires: voluntary act and deed.
REQUEST F To be used only	FOR FULL RECONVEYANCE when obligations have been paid.
	Trusteo
	ne foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You nevery the are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties
designated by the terms of said trust deed the ustate from the said from	
DATED.	(Lender Corporation Name - Beneficiary)
	By: (Name and Title
Do not lose or destroy this Trust Deed OR THE NOTE which it secure	<ol> <li>Both must be delivered to the trustse for cancellation before reconveyance will be made.</li> </ol>
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State of Oregon, County of Klamath Recorded 12/30/99, at 10:19 a.m. In Vol. M99 Page 49716

Linda Smith,

County Clerk Fee\$ 15...

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