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TRUST DEED		
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BRADLEY K. RUSOW et al	15 da 1.11 11° 11	l
Grantor's Name and Address		
Home Advantage Services, LLC	SPACE RESERVED FOR	
1470 NW First Avenue, Suite 100	RECORDER'S USE	
Bend, OR 97701 Beneficiary's Name and Address	State of	Oregon, County of Klamath
After recording, return to (Name, Address, Zip):		ed 3/02/00, at 1/24/a m.
AmeriTitle		100 Page 6648
15 Oregon Avenue	Linda S	
Bend, OR 97701	County	· • • • • • • • • • • • • • • • • • • •
	MTC, 50389	, <u></u>
THIS TRUST DEED, made this	day of FEBRUAARY	
BRADLEY K RUSOW and JAMES J. RU		
interest	······································	, as Grantor,
AMERITITLE HOME ADVANTAGE SERVICES II.C		, as Trustee, and
HOME ADVANTAGE SERVICES, LLC		
	III TAIRO DATE	, as Beneficiary,
Genetar irrayonahlu danda bandaina adla	WITNESSETH:	
Grantor irrevocably grants, bargains, sells Klamath County, Oregon, c	ing conveys to trustee in trust, with	power of sale, the property in
Klamath County, Oregon.		
	·	
together with all and singular the tenements, hereditament or hereafter appertaining, and the rents, issues and profits the property. FOR THE PURPOSE OF SECURING PERFORM of TWENTY-SIX THOUSAND FIVE HUNDRED	thereof and all fixtures now or hereafter a IANCE of each agreement of grantor here	in contained and payment of the sum
**************************************	500.00) Dollars with interest thereon a	receding to the terms of a manifesture
not sooner paid, to be due and payable	2010	
The date of maturity of the debt secured by this becomes due and payable. Should the grantor either agree erty or all (or any part) of grantor's interest in it without beneticiary's option*, all obligations secured by this instruction immediately due and payable. The execution by grants assignment.	to, attempt to, or actually sell, convey, or first obtaining the written consent or ap- iment, irrespective of the maturity dates.	assign all (or any part) of the prop- proval of the beneficiary, then, at the
To protect the security of this trust deed, grantor ag 1. To protect, preserve and maintain the property provement thereon; not to commit or permit any waste of	n good condition and repair; not to remo	ve or demolish any building or im-
To complete or restore promptly and in good and damaged or destroyed thereon, and pay when due all costs	habitable condition any building or imprincurred therefor.	·
3. To comply with all laws, ordinances, regulations, so requests, to join in executing such financing statements to pay for filing same in the proper public office or office	covenants, conditions and restrictions affect pursuant to the Uniform Commercial Cod	e as the beneficiary may require and
agencies as may be deemed desirable by the beneficiary. 4. To provide and continuously maintain insurance damage by lire and such other hazards as the beneficiary written in companies acceptable to the beneficiary, with liciary as soon as insured; if the grantor shall fail for any re-	may from time to time require, in an amo ess payable to the latter; all policies of insc	ount not less than \$ EULL INS. VALU
at least fifteen days prior to the expiration of any policy of cure the same at grantor's expense. The amount collected any indebtedness secured hereby and in such order as benefor any part thereof, may be released to grantor. Such applied	f insurance now or herealter placed on the nder any fire or other insurance policy n ciary may determine, or at option of benef	b buildings, the beneticiary may pro- may be applied by beneticiary upon iciary the entire amount so collected.
under or invalidate any act done pursuant to such notice. 5. To keep the property free from construction lie assessed upon or against the property before any part of promptly deliver receipts therefor to beneficiary; should t	s and to pay all taxes, assessments and output taxes, assessments and other charges	other charges that may be levied or become past due or delinquent and
liens or other charges payable by grantor, either by direct ment, beneficiary may, at its option, make payment the	payment or by providing beneficiary with	funds with which to make such pay-

ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereoi shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, lees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's lees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its varidity and/or enforceability, to pay all costs and expenses, including evidence of this instrument, including but not limited to its varidity and/or enforceability, to pay all costs and expenses, including evidence of this first court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney lees on such appeal.

further agrees to pay such sum at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney lees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585. WARNING: 12 USC 1701]-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

which are in access of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lists upon any reasonable costs and expenses and attorney's fees, both in the trief and applied point in the beneficiary in such proceedings, shall be paid to beneficiary and proceeding, and the balances and attentions and secules such instruments as indicated in the trief and applied upon the individual control of the part of the part

tract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written. *IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-In-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. JAMES J. RUSOW

';	STA	TE OF OREGON, County of) ss.
	•	This instrument was acknowledged before me	on
	by by	BRADLEY K. RUSOW AND JAMES J.	RUSOW
(E)		BRADLEY K. RUSOW AND JAMES J.	$2/2^{\circ}$
	LISA BUCK by		••••••
	COMMISSION NO. 3057998 · · ·	····	
	COMMISSION EXPIRES OCTOBERAS, 200		///

Notary Rublic for Oregon My commission expires 16/13/200

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REQUEST FOR	FULL RECONVEYANCE ITO be used only whe	en abligations have been paid.}

2 4.	, , , , , , , , , , , , , , , , , , , ,			
The undersigned is the	legal owner and holder of all indebtedn	ess secured by the lorer	oing trust deed. All sums se	cured by the trust
deed have been fully paid ar	nd satislied. You hereby are directed, on	payment to you of an	v sums owing to you under	the terms of the
trust deed or pursuant to sta	tute, to cancel all evidences of indebted	ness secured by the tru	st dead (which are delivered	d to you herewith
together with the trust deed,) and to reconvey, without warranty, to	the parties designated b	w we terms of the trust de	ed the estate now
held by you under the same.	Mail reconveyance and documents to			
DATED.	` 10			

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.

TO

Beneficiary