200 050 18 FN 2: 5 TRUST DEED

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THIS TRUST DEED, made this	18th	day oDecember	2000
between Sammi Martinez		•	
Aspen Title and escro	N.I		. , as Grar
		, as	Trustee,
ASSOCIA	ATES FINANCIAL SERVICES COMPANY OF OREGON,	INC.	
as Beneficiary,	MITTIES OF THE		
Grantor irrevocably grants, bargains, sells and	WITNESSETH: d conveys to trustee in trust, with power of sale, the property in		
Klamath			
	County, Oregon, described as:		
The N 1/2 of Lot 8, Blocklamath, State of Oregon	ck 6, THIRD ADDITION TO ALTAMONT ACRES, in n.	the County of	:
ppurtenances and all other rights thereunto ttached to or used in connection with said rea		profits thereof and all	fixtures n
	of the indebtedness in the principal sum of \$ 38657.07 and		
by a loan agreement of even date nerewith, it not paid earlier, due and payable on $01/01$	nade by grantor, payable to the order of beneficiary at all times, in mon $1/31$; and any extensions thereof;	thly payments, with the	e full deb
	or herein contained; (3) payment of all sums expended or advanced b	y beneficiary under or	pursuant
To protect the security of this trust deed, gra	•		
nd workmanlike manner any building which r nd materials furnished therefor; to comply wit ommit or permit waste thereof; not to comm	and repair; not to remove or demolish any building thereon; to complemay be constructed, damaged or destroyed thereon and to pay when the all laws affecting said property or requiring any alterations or improve it, suffer or permit any act upon said property in violation of law; and law in the	due all claims for labo ements to be made the I do all other acts whi	r perform
2. To provide, maintain and keep the improther hazards and perils included within the sold such amounts and for such periods as Beneficiance policies and renewals shall designation for such periods as Beneficiance policies and renewals shall designate on the such as a such	vements now existing or hereinafter erected on the premises insured a ope of a standard extended coverage endorsement, and such other ha efficiary may require, and in an insurance company or insurance comparte Beneficiary as mortgage loss payee and shall be in a form acceptated of compromise all loss claims on all such policies; to demand, receitary's option, to apply same toward either the restoration or repair of the depayment of the note shall not extend or postpone the due date of mand of the note shall not extend or postpone the due date of mand or postpone date of the due date of mand or postpone the due date of mand or postpone date or postpone da	against loss or damage zards as Beneficiary manies acceptable to Beneficiary. Gra sive, and receipt for a sive, and receipt for a	nay requireficiary. Antor here
onnection with or enforcing this obligation, and	this trust including the cost of title search as well as other costs and ex d trustee's and attorney's fees actually incurred as permitted by law. roceeding purporting to affect the security hereof or the rights or powe		
ay all costs and expenses, including costs o roceeding in which beneficiary or trustee may	of evidence of title and attorney's fees in a reasonable sum as permit appear.	ted by law, in any suc	ch action
ס. נס pay at least ten (10) days prior to de nd liens with interest on the property or any pa	linquency all taxes or assessments affecting the property; to pay when art thereof that at any time appear to be prior or superior hereto.	n due all encumbrance	es, charg
6. If Grantor fails to perform the covenants rocure insurance, and protect against prior lie ecessary to pay such taxes, procure such insurant to pay such taxes, procure such insurant to pay and be an additional obligation of Beneficiary ayable immediately by Grantor upon notice for the pay and the procure of the pay and the	s and agreements contained in this Trust Deed, including, without liners, Beneficiary may at its option, but shall not be required to, disburse surance, or otherwise to protect Beneficiary's interest. Any amount dissecured by this Trust Deed. Unless Grantor and Beneficiary agree otherom Beneficiary to Grantor, and may bear interest from the date of different permissible by applicable law. Nothing contained in this para	such sums and take sisters bursed by Beneficiary serwise, all such amounts by Beneficians	uch action hereund nts shall b

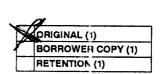
7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned an shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

Deliver to

ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.

2848 S. 6th ST. Suite 1 Klamath Falls, OR 97603

(Address)



Blok

- 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 self 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 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.

number includes the plural.		
IN WITNESS WHEREOF, the grantor has hereunto so	et his hand and seal the day	and year first above written.
0 0 0		
\mathcal{A}_{α}	0	11 1/2#
		Grantor Grantor
Witness	· Sa	mmi Martinez
Witness		Grantor
STATE OF OREGON)	OFFICIAL BEAL
	,	LESLIE C. NELSON
) SS.	NOTARY PUBLIC-OFFESON (COMMISSION NO. 328921
		MY COMMISSION EXPIRES NOV. 8, 2603
County of Klamath)	
Personally appeared the above namedSa	ammi Martinez	and
	Her	
acknowledged the foregoing instrument to be	The I	voluntary act and deed
to 0 (100 (10))	/km/)	$\lambda + \lambda = \lambda + \lambda = \lambda + \lambda = \lambda = \lambda = \lambda = \lambda = $
Before me:		My commission expires: Notary Public
		,
· ·		
	REQUEST FOR FULL RECON	VEYANCE
Tob	se used only when obligations i	have been paid.
то:	, Trustee	
The undersigned is the legal owner and holder of all indebtednes.	is secured by the foregoing trust deed	All sums secured by said trust deed have been fully paid and satisfied. You hereby
are directed to cancel all evidences of indebtedness secured by said tro	ust deed (which are delivered to you h	erewith together with said trust deed) and to reconvey, without warranty, to the parties
designated by the terms of said trust deed the estate now held by you un	nder the same. Mail reconveyance an	d documents to
DATEO:	- 1	
		(Lender Corporation Name - Beneficiary)
	Ву:	
		(Name and Title)
Do not lose or destroy this Trust Deed OR THE NOTE whi	Ich it secures. Both must be deliver	ed to the trustee for cancellation before reconveyance will be made.
		State of Oregon, County of Klamath
		Described 40/40/00 A 4/7/

State of Oregon, County of Klamath Recorded 12/18/00, at <u>2.5/p.</u>m. In Vol. M00 Page <u>45346</u> Linda Smith, County Clerk Fee\$ 26