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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter apportaining, and the rents, issues and profits thereof and all lixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the sum of SIXteen. Thous and Three Hundred Fifty-Six and 96/100_______ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if not sooner, paid, to be due and payable. September 1 ______ 99 becomes due and payable. In the event the within described property, or any part thereol, or any interest therein is sold, agreed to be then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, y her above described real property is not corrently used for agricultural, timber or graing purposes. To protect the security of this trust deed, grantor agrees: (a) consent to the making of any map or plat of soil reserve; (b) loin in

destroyed thereon, an 3. To comply tions and restrictions join in executing auc cial Code (is the ibe) proper public office

terein, shall become immediately duo and payable. The above described real property is not currently used for agricult To protect the security of this trust dead, grantor agrees: irrow of the protect preserve and maintain said property in sood condition of repairs not to remove or demolish any building or improvement thereon. To or partial any waste of said property. Source of the security of this frust dead, grantor agrees: isander any building or restore promptly and in food and workmanitke stroyed thereon, and primprovement which may be constructed, damaged or isander any building or restore promptly and in food and workmanitke stroyed thereon, and primprovement which may be constructed, damaged or an and restrictions allocation which may be constructed, damaged or in in executing such linancing sta property; if the beneliciary so request, to in in executing such linancing stap property; if the beneliciary so request, to in in executing such linancing stap property; if the beneliciary so request, to in in executing such linancing stap property; if the beneliciary so request, to in the restrictions allocary may require provide the starches made proper gubilic efficies as offices, as well as the root offices of instance in the said restrictions allocaries as may be destined the starches made the framework that the beneliciary may root into to inme requires in a mount framework as the beneliciary may root into the latter; if the framework that the beneliciary may that loss payable to the latter; if the stander policies to instance now as able to intervent of the septing and on the beneliciary may root to be latter; if the stander policies to instance now as able to intervent and to allow and policies to instance and the beneliciary the stander spliced by burelings, the beneliciary may procure the stander placed on said buildings, the beneliciary may procure the stander able and the splice by anotic by any inducted and the stere able and the stander and the stander of any policy of in ciary upon any inde

ne pursuant 5. To keep assessments for construction liens and to pay all hat may be levied or assessed upon or of such lates, assessments and other and promptly deliver receipts thereloor to make payment of any lates, assess-ther charges payable by grantor, either there there with funds with which to asid pro become eliciary;;; taxes, agama. charges fo benel ned in paragraphs a part of the debt arising from breach vtb to the notice they are bound for the payment of the and payable and all such payments shall be immediately due and payable and the nonpayment thereof shall, at the option of line benelic sums secured by this trust deed immediately due and payable. To pay all costs, lees and expenses of this trust including the arch as well as the other costs and expenses of the trustee including the other in enforcing this obligation and trustees and attorn

of title

then with or m enforcing this colligation and ituates's and attorney's ity incurred. To appear in and delend any section or proceeding purporting to lecurity rights or powers of beneficiary or trustee: and in any suit, proceeding in which the beneficiary or trustee may appear in any suit, proceeding in which the beneficiary or trustee may appear of the increators of this decd. to pay all costs and early the planes of tills and the beneficiary's or trustee's attorney's test. In all cases that the beneficiary's or trustee's attorney's test. In a cost if the second in this paragraph 7 in all cases tabline the trial court and in the event of an appeal from any judgment or the trust shall adjudge reasonable as the beneficiary's or trustee's attor-on such appeal. affect the any sun . cluding ev Amourn lized by mutually agreed that: the event that any portion of

many a request, and fine to time upon written request of here to presentation of this deed and the note for conveyances, for cancellation), without allecting the payment of the indebtedness, trustee may ton, trustee may

(a) content to the making of any map or plat of said property; (b) join in familing any tasement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge frantine in any reconveyance may be desided as the "person or persons feasible thild thereto", and the recitals there in of any matters or lacts shall be conclusive prool of the truthfulness there of Truthees less for any of the (a, granting an, subordination or thereoi; (d) rec frantee in any legally entitled be conclusive p services mention 10. Upc without

nter upon and tak wh name sue or of past due and unp mand collection, i due and unpaid, and apply the same, due and unpaid, and apply the same, d collection, including reasonable attor-ed hereby, and in such order as bene-ving posterel.

may determine. 11. The entering upon and taking possession of said property, the on of such rents, issues and profits, or the proceeds of live and other

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NOTE: The Trust Dend Act provides that the trustee hereunder must be either on altomay, who is or avvings and han association authorized to do business under the lows of Oregon or the United property of this store, its subridiaries, affiliates, agains or branches, or the United States or any ag mber of the Oregon State Bar, a bank, frust company interaction company nuthorized in insure title to repay

1900-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 a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural purposes. This deed applies to, inures to the benefit of and binds all parties hereto; their heirs, legatees, devisees, administrators, execu-tors, 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 deed and wherever the context so requires, the masculine gender, includes the teminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. Jolant (***** IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or, 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. Serwarz an Robert HIM (If the signer of the above is a corporation, IORS 93,4901 STATE OF OREGON, County of.) 85. STATE OF OREGON, County of Klamath August 29 ..., 19.... and Personally appeared, 19 77 each for himself and not one for the other, did say that the former is the Personally appeared the above named. president and that the latter is the Robert C. Schwarz and Beatrice B. Schwarz .secretary ol...... , a corporation and that the seal allixed to the loregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: d'acknowledged the foregoing Instru and acknowledged the toregoring imment to be, the ir ment to be, the ir (OFFICIAL SEAL) Notes: Pathic tor Oregon C I My formission expires: 44-6 ed. (OFFICIAL Notary Public for Oregon SEAL) My commission expires: 21 CE DE 45 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid Truste TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you ol any sums owing to you under the terms of has used trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which 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 estate now held bytyou under the same. Mail reconveyance and documents to . 19 DATED: 1 Beneficiary Do not lose or destray this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be r STATE OF OREGON TRUST DEED 85. (FORM No. 881) Nainess Law Fus. co.; Fortland, Gri County ofKLAMA.TH ... I certify that the within instruor a line he as a second ment was received for record on the 14-14-6 SPACE RESERVED Grantor FOR RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal-of County allized. The second s Beneficiery AFTER RECORDING RETURN TO WM. D. MILNE SOTUH VALLEY STATE BANK Title CLERK. P.O. Box 5210 Klamath Falls; Oregon, 97601 Land laa ... Deputy FEE \$ 6.00 of the try last Weight Arts And STREET, ISSUE AND STREET, ST D. MART THERE A series