

WITNESSETH:

The S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 34 South, Range 8 East of the Willamette Meridian

Subject, however, to the following:

- together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

thereon according to the terms of a promissory note or other debt instrument, dated _____, 1987, for the principal sum of \$100,000.00, the final payment of principal and interest hereof, if not sooner paid, to be due and payable _____ November 15, 1987.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

IN WITNESS WHEREOF, the undersigned, after reading the foregoing instrument, have signed these presents for agricultural, timber or grazing purposes.

The above-described real property is not currently used for agriculture.

(c) consent to the making of any map or plat of said property; (d) join in

[illegible][illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

6. To pay all costs, charges and expenses of this trust including the cost of all advertising and the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, and the cost of collection or proceedings supporting to

to appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee, and in any such action or proceeding in which the beneficiary or trustee may appear, including any sale or other disposition, to pay all costs and expenses, in any suit or proceeding, of title and the beneficiary or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph shall be fixed by the trial court and in the event of an appeal from any judgment or order of the trial court, the parties further agree to pay such sum as the appellate court shall determine to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

16. For any reason permitted by law 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, the trustee or successor trustee shall be vested with all the powers and duties of the trustee or successor trustee. The trustee or successor trustee shall have the right to execute and substitute any instrument executed by beneficiary containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper execution of the trust deed and of the appointment of the successor trustee. The trustee or successor trustee shall be bound to obtain such record as provided by law. Trustee or successor trustee shall be bound to execute such instrument as provided by law.

9. At any time and from time to time upon written request of beneficiary, payee or holder of the instrument, the trustee shall be obligated to make a bona fide effort to determine the whereabouts of the grantor or of any action or proceeding in which grantor, beneficiary or trustee is or may be involved, and to advise the grantor, beneficiary or trustee of the same. In the event of any such action or proceeding, the trustee shall be a party unless such action or proceeding is brought by trustee.

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 in the State of Oregon, or a subsidiary, affiliate, agent or branches, of the United States or any agency thereof.

property of this state, its subsidiaries, affiliates, agents or employees, or

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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 if 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, 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 deed and whenever the context so requires, the masculine gender includes the feminine 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.

* 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.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

September 5, 1977

Personally appeared the above named

Arthur Gustave Marks and
Sue Ellen Marks

and acknowledged the foregoing instrument to be their

Before me

Notary Public for Oregon

My commission expires: 1-24-81

STATE OF OREGON, County of

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Trustee

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 of any sums owing to you under the terms of said 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 by you under the same. Mail reconveyance and documents to

DATED:

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Beneficiary

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

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

SPACE RESERVED
FOR
RECORDER'S USE.

Beneficiary

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK
P.O. Box 5210
Klamath Falls, Oregon 97601

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 12th day of September, 1977, at 3:34 o'clock P.M., and recorded in book M77 on page 16991 or as file/reel number 35589.

Record of Mortgages of said County.

Witness my hand and seal of County affixed

Wm. D. Milne

County Clerk Title

By Benet D. Ketch Deputy

Fee \$6 .00