

TN-1

TRUST DEED

Vol. 1182 Page 3263

9997 THIS TRUST DEED, made this 5th day of _____, 1997, by _____, as Grantor, KEITH E. MC CLUNG AND BEVERLY J. MC CLUNG, as Trustee, and KLAMATH COUNTY TITLE COMPANY

SOUTH VALLEY STATE BANK

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in KLAMATH County, Oregon, described as:

Lots 10 and 11 in Block 1 of Tract 1181, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 renns, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE OF said
sum of Forty Five Thousand and no/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 final payment of principal and interest hereof, if
made on or before the date stated above, on which the final installment of said note
is due, shall be paid in full, and if not so paid, the balance thereof shall be paid in full on the date stated above, on which the final installment of said note
is due, and the date stated above, on which the final installment of said note is due, shall be the date of maturity of this mortgage.

no part of even date herewith, payable to beneficiary or order and made by grantor, the _____, 19 84.

_____ sooner paid, to be due and payable _____ March 1 _____

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, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

The undersigned grantor agrees: _____

(a) consent to the making of any map or plat of said property; (b) join in any subdivision of said property; (c) join in any restriction thereon; (d) join in any change of ownership of said property; (e) join in any conveyance, assignment or alienation of said property; (f) join in any lease, mortgage, deed or other instrument affecting this deed or the lien or interest therein; and (g) join in any other instrument affecting this deed or the lien or interest therein.

The above described real property is here conveyed:

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any damage to said property;

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting such property; if the beneficiary so requests, to execute and file with the County Clerk of the State of California Certifications in executing such statements pursuant to the filing same in the public office of the County Clerk of the State of California; if the beneficiary may require and to pay the cost of all lien searches by the proper public officer or offices, as well as the cost of all lien searches by the beneficiary or searching agencies as may be deemed desirable by the beneficiary.

Grantor shall continuously maintain insurance on the buildings and improvements thereon against fire, theft and other perils.

proper public office of the said premises, and the said beneficiary, by filing officers of searching agencies as may be deemed necessary.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and other hazards as the beneficiary may from time to time require, in and such other hazards as the beneficiary may from time to time require, in an amount not less than the insurable value of the buildings, and to companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued; and the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary now or hereafter placed on said buildings, the amount of any policy of insurance the same as if the grantor's expense in the procurement of any policy of insurance or other insurance policy was collected under any policy of insurance or other insurance policy, in such order as beneficiary may upon any indebtedness secured hereby by this mortgage, or so collected, shall determine, or at option of beneficiary, the entire amount so collected, shall any part thereof, may be released to the grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises free from co-insurance liens and to pay all

5. To keep said premises free from construction liens and other charges that may be levied or assessments and other taxes, assessments and any part of such taxes, to deliver receipts therefor against said property before any part of such taxes, assessments and other charges become due or delinquent and upon payment of any taxes, assessments or other charges, should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, the beneficiary, or the beneficiary with funds or assets which he or she may have, by direct payment or by providing beneficiary with funds for payment thereof, by direct payment or by beneficiary may, at its option, in addition to the amount secured by the mortgage, make such payment or payments, with interest at the rate set forth in the note secured and the amount so paid, with interest at the rate set forth in paragraphs 6 and 7 of this deed, together with the obligations described a part of the debt secured by this deed, shall be added to and become a part of the debt secured by this deed, without waiver of any rights arising from breach of the covenants of the trust deed, without waiver of any rights arising from breach of the covenants hereof and for such payments, with interest as aforesaid, shall be bound to the beneficiary hereunder, and they shall be immediately due and payable to the beneficiary, and all such payments shall be in addition to the amount secured by this deed, and all such payments shall be in immediately due and payable to the beneficiary, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed; immediately due and payable and 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, fees 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 fees actually incurred.

7. To defend any action or proceeding purporting to be brought against the trustee, and in any suit, action or proceeding brought by the trustee, and in any suit, action or proceeding brought by the beneficiary, to defend the trustee and the beneficiary.

in connection with the foregoing, the grantor agrees to pay the beneficiary the sum of _____ dollars (\$ _____) as attorney's fees actually incurred. The grantor agrees to defend any action or proceeding brought by the beneficiary to enforce the terms of this agreement, and in any such action or proceeding in which the beneficiary or trustee may appear, including the costs and expenses of the beneficiary or trustee's attorney's fees; the grantor agrees to pay the beneficiary or trustee the sum of _____ dollars (\$ _____) as attorney's fees in the event of an appeal from any judgment of the trial court, and in the event of an appeal from any judgment of the trial court, the grantor agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

[illegible]

(a) consent to the making of any deed or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any agreement affecting this deed or the lien or charge of said property; (d) agree to subordinate any claim of the person or persons claiming under this deed to the claim of the person or persons claiming under the deed of conveyance; (e) join in any reconveyance may be required in any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not be less than \$5.00 per acre. Trustee's charge may at any

[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 action consequent to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell the parcel or parcels at one public or in separate parcels and shall sell the parcel or parcels at the time and place to the highest bidder for deed in form as required by law. The trustee shall deliver to the purchaser without any covenant or warranty of title, conveying the property to said purchaser without any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When a trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee, (2) the compensation of the trustee's attorney, (3) to the obligator of the trust, (4) to the interest of the trust and (5) to the interest of the beneficiary. If the proceeds of sale are not sufficient to satisfy all of the foregoing, the trustee shall have the right to sell the property of the trust to satisfy the obligations of the trust and the interest of the beneficiary. If the proceeds of sale are not sufficient to satisfy all of the foregoing, the trustee shall have the right to sell the property of the trust to satisfy the obligations of the trust and the interest of the beneficiary.

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 time appoint a successor hereunder. Upon signature shall be vested with all title, powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made in writing signed by beneficiary, containing reference to the office of the County Clerk or Recorder of the county in which the property is situated, and shall be conclusive proof of proper appointment of the successor trustee if recorded and filed in the public records of said county. If the Trust is not

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or 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 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.

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 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, 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is 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

March 5

19 82

Personally appeared the above named

Keith E. McClung and

Beverly J. McClung

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and

_____ who, each being first

duly sworn, did say that the former is the

president and that the latter is the

secretary of _____

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the 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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 12-11-84

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: _____, 19 _____

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.

STATE OF OREGON,
County of Klamath) ss.

I certify that the within instrument was received for record on the 16 day of March, 19 82, at 1:57 o'clock P.M., and recorded in book/reel/volume No. M. 82 on page 3263 or as document/fee/file/instrument/microfilm No. 9997, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By _____ Deputy

fee \$8.00

Grantor

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

Stelly St. Bk
PO Box 5210
K. Falls