26551 TRU	IST DEED Vol.A 83 Page 12850
THIC TRUCT DATA	
THIS TRUST DEED, made this 281 SOUTH VALLEY STATE BANK, an Oregon	Banking corporation and GARY T. WHIT
as tenants in common	Banking Corporation and GARY T. WHIT
as Grantor, BRADFORD J. ASPELL FREDERICK H. LANCE JP and EPANCEC	R. LANGE, husband and wife, as tenan
by the entirety	R. LANGE, husband and wife, as tenan
as Beneficiary,	
Grantor irrevocable tanda ta	IESSETH:
in Klamath County, Oregon, descr	onveys to trustee in trust, with power of sale, the property
	3) <sup>2</sup>
Lot 19 and 20, Block 5	SECOND ADDITION TO THE
SPRINGS, in the City o	f Klamath Falls, according
LKO21, SPRINGS, in the City o to the official plat to of the County Clock of	hereof on file in the office
of the County Clerk of	Klamath County, Oregon.
De over these of statemany shift from their site frate which is prevented build the	and the test and the state statement for a particular of
	$\frac{\partial F_{i}}{\partial t} = \frac{\partial F_{i}}{\partial t} + \frac{\partial F_{i}}$
together with all and singular the tenements, hereditaments and a	appurtenances and all other rights thereunto belonging or in anywise
LION WITH Said real estate	and and instance now of nercaller allached to or thed in comme
FORTY SIX THOUSAND AND no/100	5 of each agreement of grantor herein contained and payment of the
- 바람이 있는 것 같은 것 같	
not sooner neid to be due and equality	the by grantor, the linal payment of principal and interest hereof, if
becomes due and payable Personance secured by This instrument	is the date, stated above, on which the final installment of said note
MAX NOT WANTED AND A CONTRACT OF	nde neune neuxingen nunne kernet in seiten eine sinder einer seiten seiten seiten seiten seiten seiten seiten s Reiner stellen ein erstellen seiten
NOCOLSCICAL Sector And Anticol Sector And Anticol And Anticol And Anticol And Anticol And Anticol And Anticol	an an and the second of the second state of the second second second second second second second second second
To protect the sociality of this town in the	(a) convent to the making of any and
nd repair; not to remove or demolish any building or improvement thereon;	(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconver, without warrants to an any
nanner any building or improvement which may be constructed, damaged or	grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the second data the "person or persons
3. To comply with all laws, ordinances, regulations, covenants, condi-	be conclusive proof of the truthlulness thereof of any matters or facts shall services mentioned in this paragraph shall be not less than \$5.
al Code as the beneliciary may require and to pay for liling same in the	noted by a course, either in person, by agent or by a receiver to be ap-
eneliciary.	erty or any part thereof, in its own name sue or otherwise collect the rents,
4. To provide and continuously maintain insurance on the buildings ow or herealter erected on the said premises against loss or damage by fire ad such other hazards as the beneficiary may from time to time require, in a ground not less than the beneficiary may from time to time to	less costs and expenses of operation and entertime and apply the same.
	ney's fees upon any indebtedness secured basebut, inditing reasonable attor-
moanies acceptable to the hendining with the written in	ney's lees upon any indebtedness secured hereby, and in such order as stor- ficiary may determine.
mpanies acceptable to the beneficiary, with loss payable to the latter; all blicks of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall fail for any reason to procure any such insurance and to liver said collising the state of th	ney's less upon any indebtedness secured hereby, and in such order as attor- ficiary may determine. II. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compassion or awards for any taking or damake of the
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mpanies acceptable to the beneficiary, with loss payable to the latter; all blicks of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall tail for any reason to procure any such insurance and to liver said policies to the moleculary at least litteen days prior to the expira- on of any policy of insurance now or hereafter placed on said buildings; the beneficiary may procure the same at grantor's expense. The amount illected under any firs or other insurance policy may be applied by benefi- ary upon any indebtedness secured hereby and in such order as beneficiary any determine, or at option of beneficiary for the entire amounts or collected, or of grant for any birs or other insurance policy may be applied by benefi- ary determine, or at option of beneficiary the entire amounts or collected, or or are or waiv may be released to grantor. Such application or release shall do one or waiv and shall on the order of the on the order or unaidate any t done pursuant on default or motice of default hereunder or invalidate any t done pursuant of premises free from construction liens and to pay all the amount of the premises the form construction liens and to pay all	ney's lees upon any indebiedness secured hereby, and in such order as attor- ficiary may determine; 11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or awaids for any taking or damake of the property, and the application or release thereoil as aforesaid, shall not cure or waive any default or, notice of default hereunder or invalidate any act done pursuant to such motice. 12. Upon default by grantor in payment of any indebitedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed advertisement and sale. In the latter event the boneficiary or, the trustee shall are could be and cause to have adding the furstee shall trust seed by advertisement and sale.
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mpanies acceptable to the beneficiary, with loss payable to the latter; all licks of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall fail ior any reason least litteen days prior to the expira- n of any policy of insurance now of least litteen days prior to the expira- tion of any policy of insurance now of least litteen days prior to the expira- n of any policy of insurance now of least litteen days prior to the expira- on of any policy of insurance now of least litteen days prior to the expira- n of any policy of insurance now of least litteen days prior to the expira- n of any policy of insurance now of least litteen days prior to the expira- n of any policy of insurance now of least litteen days prior to the expira- n of any policy of insurance now of least litteen days prior to the expira- any upon any indebtedness secured hereby policy may be applied by benefi- ary upon any indebtedness secured hereby policy may be applied by benefi- ter or waive any default or notice of default hereunder or invalidate any . S. To keep said premises free from construction lens and to pay all res, assessments and other charges that may be levied or assessed upon or larges become past due or delinquent and promptly deliver receipt of other direct payment, beneficiary may, at its option, make payment of any tares, assess- marks, insurance premiums, liens or other charges payable by grantor, either direct payment or by providing beneficiary with lunds with which to the such system with the obligations described in paragraphs 6 and 7 of this and deed, shall be added to and become a part of the debt secured by this at deed, without waives of any rights arising from breach of any of the vensity hereindered described, as well as the frantor, shall be bound to the evennits hereof and for such payments, with interest as aloresaid, the prop- y hereindered described, as well as the frantor.	ney's lees upon any indebiciness secured hereby, and ining reasonable attor- liciary may determine. 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 to ashere the advantage of the property, and the application or release thereof as aloressid, shall not cure or waive any delault or notice of detault hereunder or invalidate any act don- pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a morifage or direct the trustee to foreclose this trust deed in equity as a morifage or direct the trustee to foreclose this trust deed in equity as a morifage or direct the trust eto foreclose this trust deed to the strupt of the trustes shall in the latter event the beneficiary or the trust shall detail of the truste shall its the time and place of sale, give notice thereod as the trust shall first the time and place of sale, give notice thereod as the trust of the trust ender to foreclose this trust deed in the marmer provided in OKS 66.740 to 86.740. 13. Should the beneficiary elect to foreclose by advertisement and sale for the trust delaud any time prior to live days before the date set by the trust delaud any to the beneficiary or his successors in interest, respec- tively of the truste's as the direct of the trust deed in the off the trust effect of the day the successors in interest, respec- tively the same amount then due under the tenns of the trust deed and the outly the terms of the obligation and trustee's and autorney's lees not er- citard a the world provided by lawy of his the such portion of the prin- tion of the terms of the obligation and trustee's and autorney's lees not er- citare a world
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mpanies acceptable to the beneficiary, with loss payable to the latter; all pickes of insurance shall be delivered to the beneficiary as soon as insured; the grantor shall tail ior any reason to procure any such insurance and to an ot any policy of insurance now or hereafter placed on said buildings; the grantor shall tail ior any reason to procure any such insurance and to an ot any policy of insurance now or hereafter placed on said buildings; the determined of the same at grantor's expense. The amount illected under any tire or other insurance policy may be applied by benefi- ary upon any indebtedness accured hereby and in such order as beneficiary any upon any indebtedness accured hereby and in such order as beneficiary of any indebtedness accured hereby and in such order as beneficiary of part thereof, may be released to grantor. Such application or release shall done pursues any detail or motice of delault hereunder or invalidate any t done pursues any detail or motice of delault hereunder or invalidate expension of such notice. To here had on the charges that may be levied or assessed upon or lainet side property belore any part of such taxes, assessments and other charges that may be grantor, such apay all the poperty belore any part of such taxes, assessments and other charges that taxe payment of any taxe, assess- mits immune, issue of delinquent and promptly deliver receipts therefor there aparent of by providing beneficiary with lunds with which to the act payment of by providing beneficiary with unds with which to the such pays the added to and become a part of the debt secured by this art deed, shall the added to any rights arising from breach of any of the semidation with a such payments with interest as aloresaid, the prop- ty invented all to such payments with interest as aloresaid, the prop- ty invented all the such apayment of the boligition herein tides, shall the added to and become a part of the boligition herein t deed, shall the added to and become a part of the boligition herein there o	ney's less upon any indebiciness secured hereby, and in such order as bene- liciary may determine. 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 to the proceeds of fire and other insurance policies or compensation or awards to the proceeds of the any act don- property, and the application or release thereof as aloressid, shall not cure or waive any delault or notice of detault hereunder or invalidate any act don- pursuant to such notice. 12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a morifage or direct the trustee to foreclose this trust deed in equity as a morifage or direct the truste to foreclose this trust deed thereby as a morifage or direct the trust eto foreclose this trust deed in equity as a morifage or direct the trust of oleault and his election for sell the said described real property to satisfy the obligations secured there on a then required by law and proceed to foreclose this trust deed in the marres provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and sale fruste for the trustee's sale, the grantor or other person so priviled by ORS 86.760, may pay to the beneficiary or his successors in interest, respec- tively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including couts and expenses actually incurred in ending the terms of the obligation and trustee's and attorney's lees not ea- ropial the amounts provided by law. The truste may had at the time end place designated in the notice of sale or the time to which said sale may be postopend as provided by law. The trustee may law conveying the tru
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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 foan 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 a scrow 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 law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto matches in the behavior of and that he will warrant and forever defend the same against all persons whomsoever. 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 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 pritten. 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 Som No. 1305 or equivalent; If this instrument is NOT to be a first lien, or is net 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 net to finance the purchase of a dwelling use Stevens-Ness Form No. 1305, or equivalent. If compliance with the Act is not required, disregard this notice. Dain 0 htt Gary T SOUTH Whittle ALLEY STATE BANK BY: Ellan (/) PRESIDENT (If the signer of the above is a corporation, use the form of acknowledgment apposite.) Huber . L-EX-OFFICIO, SECRETARY STATE OF OREGON. Klamath County of Jackson STATE OF OREGON, County of يتم ري ال JULY 28 , 19 83 . August 1 , 19 83 Personally appeared ALLAN L CRAIGMILES Personally appeared the above named. NORMA WILKINS Gary T. Whittle who, each being, list duly sworn, did say that the former is the president and that the latter is the ...... EX-OFFICIO. a corporation, and that the seal allized to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalt of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary def A PART AND A And schowledged the loregoing instrument to be ..... his voluntary act and deed. iors; act (OFFICIAL Hannes) (OFFICIAL HA Belore me. millo Minc 37.294 allard My commission expires: 6/11/86 Notary Public for Oregon (OFFICIAL · •. SEAL) My commission expires: 5/21/85 REQUEST FOR FULL RECONVEYANCE to stat Cas To be used only when obligations have been pold. 70: ....., 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 state now held by you under the same. Mail reconveyance and documents to TORUM TORUM TO A MEMORY OF SECONDARY AND A MEMORY OF SALE THE AND A MEMORY OF SALE THE SALE T Beneficiary ese or dostroy this Trust Bood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m DEFECTIVE STATE OF OREGON, TRUST DEED 1.1.1 (FORM No. 881) SS. I certify that the within instru-ment was received for record on the 4th day of AUG 1983 r. Oredon described re-विश्वमध्य हो। एसम् क्रमण्ड) apple there in and the and conversity to the at 10:42 o'clock AM., and recorded in book/reel/volume No. M83 on Grantor SPACE RESERVED (Electron) FOR page12850 or as document /lee/file/ RECORDER'S USE instrument/microfilm No26552 NG LEVECE E IVECE Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. 200.11 BUNK AVITERA DEED, made h STATE, BAMP THE OF OLD THE PARTY OF Evelyn Biehn, County Clerk S62 By 8.00 21 16021 0150 CLA Deputy 1.2 ŝ.  $\overline{\langle \hat{x} \rangle}$ 17 A.--X 165

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