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THIS TRUST DEED, made thisZblnday	of June, 17 between
Mark R. Wendt	<u> </u>
Milliam D Rrandeness	as Trustee, and
South Valley State Bank	

as Beneficiary,

WITNESSETH:

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

See Attached Exhibit "A" in reference made a part hereof.

MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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.

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

sum of ... Twenty-Five Thousand and No/100----note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof. if

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

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

2. To complete or restore promptly and in food 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 altecting said property; if the beneficiary so requests, to
join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the
proper public affice or offices, as well as the cost of all lien searches made
by filing officers or searching agencies as may be deemed desirable by the
beneficiary.

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To provide and continuously maintain insurance on the buildings now or hereafter exected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$\$\frac{1}{2} \text{QUOV} \text

pellate court shall adjudge reasonable as the beneficiary's or frustee's aftorner's lees on such appeal.

It is muttailly affered that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the moines payable as compensation for such taking, which are in success of the amount required to pay all reasonable costs, expenses and attorner's less necessarily paid to pay all reasonable costs, expenses and attorner's less necessarily paid of incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it list upon any reasonable costs and expenses and attorner's lessor both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the note for endoscentent (in case of full reconveyances, for cancellation), without allection the liability of any person for the payment of the indebtedness, trustee may

ural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described in the property. The grantee in any reconveyance may be described in the property. The grantee in any reconveyance may be described in the property. The grantee in any reconveyance may be described in the property. The grantee in any reconveyance may be described in the property. The grantee in any reconveyance may be described in the property. The grantee in conclusive proof of the truthlulness thereof. Trustee's lees for any of the services mentioned in this paraktaph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any pointed by a court, and without regard to the adequacy of any security ler the indebtedness hereby secured, enter upon and takenthemise collect the rentsissure and profits, including these past and supposite of any security ler the indebtedness hereby secured, enter upon and takenthemise collect the rentsissure and profits, including these past and entering the supon any indebtedness ascerted hereby, and in such order as beneficiary 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 awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cut en pursuant to such notice.

12. Upon determine.

13. Upon described rease thereof as aloresaid, shall not cut be property, and the application or release thereof as aloresaid, shall not cut be recorded his written notice of default hereunder or invalidate any act done pursuant to such notice.

13. After the trustee has commenced to forclo

together with trustees and attorneys tees not exceeding in another to by law.

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 said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder parcels and shall sell the parcel or parcels at auction to the highest bidder or cash, payable at the time of sale. Trustee shall deliver to the put without any covenant or warranty, express or implied Trustee label. The property coals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneliciary, may purchase at the sale.

the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, including the compensation of the trustee and a reasonable charge by trustee's afformery, (2) to the obligation secured by the trust deed, (3) to all persons having recorded lens subsequent to the interest of the trustee in the trust deed as their interests way appear in the order of their priority and (4) the surplus, d. any, to the kranton of to be successed in interest entitled to such surplus.

16. Reneticiary ways beautiful.

surphis. It any, to the granton of to his successor in inferred entitled to such surphis.

16. Reneticiary may from time to time appoint a successor of successors to store and 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 conterted upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

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 notily 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 atterney, 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 650.505 to 652.585.

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

except those now of record

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, execupersonal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges of the

masculine gender includes the teminine and the neu IN WITNESS WHEREOF, said gran	tor has hereunto set his	s hand the day and wans there is	harra
			ove written.
IMPORTANT NOTICE: Delete, by lining out, whichever a cot applicable; if warranty (a) is applicable and the beautiful and	warranty (a) or (b) is	Mark R. Exact	
s such word is defined in the Truth-in-Lending Act a	nd Regulation Z. the		• • • • • • • • • • • • • • • • • • • •
eneficiary MUST comply with the Act and Regulation is for this purpose, if this instrument is to be a	by making required		
e purchase of a dwelling, use Stevens-Ness Form No.	1305 or equivalent		,
this instrument is NOT to be a first lien, or is not to a dwelling use Stevens-Ness Form No. 1306, or equi	finance the purchase		·
ith the Act is not required, disregard this notice.	valent. If compilation		
f the signer of the above is a corporation, the form of acknowledgment opposite.)			
TATE OF OREGON,			
County of Klamath 3ss.		GON, County of) ss.
June 26 , 1986 .		, 19	
		appeared	
Personally appeared the above named		wl	
Mark R. Wendt		y that the former is the	
		at the latter is the	
	secretary of		
		J At A At	
4. Ja	COFDOTATE SEAL OF	I that the seal affixed to the foregoing said corporation and that the instrum	ng instrument is the
and acknowledged the foregoing inst	ru- sealed in behalf o	I said corporation by authority of its	board of director
ent to be his voluntary act and de	eed. and each of them	acknowledged said instrument to b	e its voluntary a
Before me:	Before me:	4.00	
AL) Enjure			
Notary Public for Oregon	Notary Public for	Oregon	COEFFICIA
:		_	(OFFICIA SEAL)
My commission expires: 4-17-89	My commission ex	xpires:	-
The undersigned is the legal owner and holder ust deed have been fully paid and satisfied. You he	reby are directed, on payme	ent to you of any sums owing to you	under the terms
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The following described property situate in the NEI/4SEI/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is North a distance of 2564.5 feet and West a distance of 1337.2 feet from the iron axle which marks the Southeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, said point of beginning also being on the Southerly right of way of Front Street (now known as Hank's Street) which point is 30.0 feet East of the Northeast corner of Block 2, KLAMATH LAKE ADDITION, as shown on the official plat of said Klamath Lake Addition on file in the County Clerk's office in Klamath County, Oregon; and running South along the 1/16 line on the West side of the NE1/4 of the SE1/4 of said Section 19, a distance of 220.0 feet to the true point of beginning; thence North 700 53' East a distance of 232.3 feet; thence North 360 12' East to the South right of way line of Lakeport Blvd., thence Southeasterly along said right of way line to the Northwest corner of that property conveyed to Ralph Smith and Alice Smith husband and wife and William Smith and Wendell Smith, and described as Parcel 2 in Deed Volume 215, at page 170, Deed Records of Klamath County, Oregon, thence Southerly along the Westerly line of said Deed Volume 215, page 170, Deed Records of Klamath County, Oregon to the Southwest corner thereof, thence West to the Southeast corner of that certain property described in Deed Volume 285 at page 444, Deed Records of Klamath County, Oregon, said point begin West 210 feet from the West line of the NE1/4SE1/4 of said Section 19; thence North 260 feet to the Northeast corner of that certain property described in Deed Volume 296, page 177, Deed Records of Klamath County, Oregon, thence West along the North line of said Deed Volume, 210 feet to the West line of the NEI/4SE1/4 of said Section 19, thence North along said West line to the point of beginning.

STATI	OF OREGON: COUNTY OF KLAMATH:	SS.	
		22*4	day
	for record at request ofA.D., 1985 at	2:35 o'clock PM., and duly recorded in Vol. M85	
of	of Mortgages	On rugo	
		Evelyn Biehn County Clerk	
FEE	***	By	
	\$13.00		