Lots 9, 10, 11 and 12, Block 36, MOUNTAIN VIEW ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. he are loss of destroy this faul Dies OR THE STOTE White it estimen. Paid must be collected to

1,43 ton

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 granter herein contained and payment of the

sum of ... Thirty-Five Thousand and No/100----

The date of maturity of the deor secured by this maturity is the decomes due and payable.

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

Ine above described real property is not currently used for egited.

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 at improvement thereon;

2. To compit or any waste of said property. At improvement thereon;

2. To compit or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To compit on a pay when due all costs incurred therefor.

3. To compit agaid, property; if the benefitiesty or requests, to join in executing such inacting said property; if the benefitiesty may require and to pay for liling same in the pay limit of the difference of the same in the pay lifting officers or searching agencies as may be deemed desirable by the beneficiary.

inous and restrictions attecting said programmers, it the beneficiary to request, to one executing such linancing statements passuant to see Unitom Commercial Code as the beneficiary, may require and control of the statement of the code of the co

(a) consent to the making of any map or plat of said property; (b) join in draining any easement or creating any restriction thereon; (c) join in any draining 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) reconvey, without warranty, all or any part of the property. The segment is any reconveyance may be described as the "serson or person be conclusive proof of the truthfulness thereof any matters or facts shall services mentioned in this paragraph shall be not less than \$5.

I. Upon any default by grantor hereunder, beneficiary may at any pointed by a court, and without redard to the adequated of any security of the indebtedness hereby secured, enter upon and take you are serviced, in its own name sue or otherwise collect the rent, less costs and expenses of operation and collection, including those past due and unpaid, and offert the fermine. It The entering upon and taking possession of said property, the collection of such frents, issues and profits, or the proceeds of lire and other property, and the application or release thereby, and in such order as beneficiary may determine, and the application or openated for any taking or damage of the minurance policies or compensation or awards for any taking or damage of the waive any fefault or notice of default hereunder or invalidate any act done pursuant to such notice.

pursuant to such notice.

12. Upon default 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 toreclose this trust deed and event secured hereby immediately due and payable. In such an in equity, as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shift trust deed by execute and cause to be recorded his written notice of default and his election hereby, whereupon the trustee shift in the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in hereby, whereupon the trustee show and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to loreclose by advertisement and sale trustee for the trustee's sale, the grantor or other person so privileged by then after default at any time prior to live days before the date set by the ORS 86.760, may pay to the beneficiary or his successors in interest, respectibilities for the trustee's sale, the grantor or other person so privileged by tively, the entire amount then due under the terms of the trust deed and the enforcing the amount provided by law) other than auch portion of the principal as would not then be due had no detail occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the contract of the principal as would not then be due had no detail occurred, and thereby cure the trustee, the sale shall be held on the date and at the time and the contract of the principal shall be dismissed by the trustee.

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 auction to the highest bidder for cash, payable at the time of sale. Trustee the property so sold, but without early norm as required by law conveying plied. The recitals in the deed of any matters of lact 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 trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, institutionly, (2) to the obligation secured by the trust deed, (3) to all persons the said be compensation of the trustee and a reasonable charge by trustee that samplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor parcelled by law handlies was found to such the provision of the surplus.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any time appoint a successor to any trustee named herein or to any occessor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with title, powers and duties conterned upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written and its place of record, which when recorded in the ollice of the County and its place of record, which when recorded in the ollice of the County shall be conclusive proof of proper appointment 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 trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding in 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 excrew agent licensed under ORS 696.505 to 696.585.

Gramos Treeocophy grants, bar lines, with said conveys to tribber 17 Januaris. as Beneliciary Grantor Granter, VIIIIam P. Crenti South Valley Sta Beneticiary AFTER RECORDING RETURN TO maide 17

SOUTH VALLEY STATE BANK 5215 SOUTH SIXTH STREET KLAMATH FALLS OR 97603

WITWESSHIM. SPACE RESERVED

FOR STATE - RECORDER'S USE

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ment was received for record on the lst day of October 19 85 at 1:30 o'clock PM, and recorded in book/reel/volume No. M85 on page 15881 or as document/fee/tile/instrument/microtilm No. 53906 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk ...Deputy

FORTA THE, CEL-1-Overson Trust Deed perish-TRUST DEED THE COURSE 20-00