	V()), 1/1/	<u> </u>
THIS TRUST	DEED, made this 13TH day of DECEMBER WILLIAM C. HAVLINA AND SHARON K. HAVLINA	, 19.85, betwee
	WILLIAM C. HAVLINA AND SHARUN K. HAVLINA	1
	as tenants by the entirety	······································
~	WILLIAM P. BRANDSNESS	, as I rustee, ar
#FAIRUL,	SOUTH VALLEY STATE BANK	
•••••		

as Beneficiary,

as (

WITNESSETH:

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

Lot 8 in Block 2 of CASA MANANA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

THIS IS ONE OF THREE DOCUMENTS SECURING THIS LOAN.

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 connec-

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the tion with said real estate. FIFTEEN 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 not sooner paid, to be due and payable DECEMBER 25 ,19 92

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.

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

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 waste of 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 said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office 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.

4. To provide and continuously maintain insurance of the trust of the continuously maintain insurance.

cial Code as the beneticiary may require and to pay for filling same in the proper public office or offices, as well as the cont of all lien searches made by filling officers or searching agencies as may be deemed desirable by the beneficiary.

A To provide and continuously maintain insurance on the buildings now or harselfer erected on the said premises against loss or damage by fire and such other hazards as the bapelfeary may firm firme to firm require, in an amount not less than \$ companies acceptable to the beneficiary with loss payable to the latter; all companies acceptable to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary with loss payable to the latter; all companies acceptable to the beneficiary at less tilteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, tion of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any lire or other insurance policy may be applied by beneficiary the thereliciary may procure the same at grantor acceptance of the process of the desired of the process of the proces

It is mutually agreed 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 under the right, if it so elects to require that all or any portion of the monies payable right, if it so elects to require that all or any portion of the monies payable as compensation for uch taking, which are in excess of the amount required as compensation for uch taking, which are in excess of the amount required as compensation for uch taking, which are in excess of the amount required incurred by grantor in such proceedings, shall be paid to beneficiary and incurred by grantor and reasonable costs and expenses and attorney's less, applied by it first upon any reasonable costs and expenses and attorney's less, applied by it first upon any reasonable costs and expenses and attorney's less, about a considerable in such payable to 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 fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(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 affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receive to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable aftorney's fees upon any indebtedness secured hereby, and in such order as ame, 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 lire 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 cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the truste of ordered and trustee shall advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale

the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to toreclose by advertisement and sale then after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by CRS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the princepal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be diamussed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and

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 in one parcel or in separate parcels and shall sell the parcel or parcels at suction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of 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 trustee sells pursuant to the powers provided herein trustee.

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, including the compensation of the trustee and a reasonable charge by trustee's
attorney, (2) to the obligation secured by the trust deed, (3) to all persons
having recorded liens subsequent to the interest of the trustee in the trust
deed as their interests may appear in the order of their priority and (4) the
surplus, if any, to the grantor or to his successor in interest entitled to such
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eurplus.

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 trustee appointed hereunder. Upon such appointment, and without successor trustee appointed hereunder that it ite, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed 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 appointment of the successor frustee.

17. Trustee accepts this trust when this deed, duly executed and

shall be conclusive proof of proper appointment of the successor indices.

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 lows of Oregon or the United States, a title insurance company authorized to insure title to real or savings and loan association authorized to do business under the lows 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.

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 massiving dender includes the lamining 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 handlelow MIST comply with the Act and Regulation by making required 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 disclosures; for this purpose, it this instrument is to be a FIRST lien to tinance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; of 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

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

STATE OF OREGON,

County of Klamath

Dec. 13 Personally appeared the above named

William c. Havlina and Sharon K. Havlina

and acknowledged the foregoing instru-ر thier ان ا voluntary act and deed.

Nothry Public for Ocean

commission expires:

IORS 93.4901 STATE OF OREGON, County of

Personally appeared

) 83.

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 a corporation, and that the seal attixed to the loregoing 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 Before me:

Notary Public for Oregon

4-17-89 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 toregoing 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

Beneficiary

ey this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for

TRUST DEED

(FORM No. 881-1) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

.....WILLIAM.C. HAVLINA AND SHARON K. HAVLINA

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK P.O. BOX 5210 KLAMATH FARMS 20R 97601

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,

County ofKlamath.... SS. I certify that the within instruwas received for record on the -20th day of ... December, 19.85., at ...4:26 o'clock P.M., and recorded in book/reel/volume No....M85 on page.....20707 or as document/fee/file/ instrument/microfilm No. 56574 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

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