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THIS TRUST DEED, made this SOLOMON TUCKER AND CHRISTINE SHARON TUCKER

as tenants by the entirety
WILLIAM P. BRANDSNESS SOUTH VALLEY STATE BANK

, as Trustee, and

as Beneficiary,

in

as Grantor.

WITNESSETH:

KLAMATH County, Oregon, described as:

LOT 14 IN BLOCK 9, FIRST ADDITION TO CYPRESS VILLA, ACCORDING TO THE OFFICIAL

PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

THIS IS 1 OF 3 DOCUMENTS SECURING THIS LOAN

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywiss now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec

said real estate.

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

SIXTY THOUSAND AND NO/100----

Dollars, with interest thereon according to the terms of a promissory of even date herewith payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it sooner paid, to be due and payable

JANUARY 5

19
93 note or even date nersettin, payable JANUARY 5

not sooner paid, to be due and payable

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
becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be
becomes due and payable in the event the within described property is instrument, irrespective of the maturity dates expressed therein, or
then, at the beneficiary stoption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
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To protect the security of this trust deed grantor agrees. I To protect, preserve and maintain said property in good condition treasure and to remove or demolah any building or improvement thereon, to complete or restore promptly and in good and workmanths; I To complete or restore promptly and in good and workmanths; prese any building or improvement which may be constructed demaged or invoved thereon and pay when due all costs incurred thereon oversants conditioned in a contraction adjustering said property. If the beneficiary is requests to no researching such linearching statements pursuand to the Uniform Comment. If Code is the beneficiary may require and to pay low limits same in the presentation of the property of the sent contraction and the contraction of the property of the pro

To provide and conservations of the second process of the second p

the resurt shall adjudge reasonable as the hemotestery since to after a less on such appeal. It is present that any parton or all of each property shall be taken if in the event that any parton or condemnation, beneficiary shall have the or the right of amment dones or condemnation, beneficiary shall have the sir the right of amment dones or condemnation, beneficiary shall have the compression or condition and the series of the amount required compression or such taking which are in severa of the amount required part all resonable costs, expenses and attorners less necessarily paid or any all resonable costs, expenses and attorners less necessarily paid or directly and the first such proceedings shall be paid to beneficiary and such it is such proceedings shall be paid to beneficiary and are to be several to the series of the seri

(a) consent to the making of any inap or plat of said property. (b) join in graning any essembly of creating any restriction thereon. (c) join in any essembly of creating any restriction thereon. (c) join in any subordination or other agreement allacting this deed on the lien or charge thereof (d) ecconvey without warrants all or any part of the preson or presons any second of the restriction of the preson or presons the described as the preson or presons the part of the preson of presons the preson of presons the preson of presons the preson of presons the presons of the present of the presons of the present of the presons of the present of the

weive amy delault or notice of delault hereunder in invalidate any act done 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 declared illusions secured hereby immediately due and payable to such an accordance of the control of the second to be second to the trust of the second to a single or direct the truster to foreclose this trust deed by advertisement and sate in the letter event the beneficial that the truster shall develope the second cause to be recorded his written notice of eleutic and his election to sell the sead described real property to sate of eleutic and his election to sell the sead described real property to the obligations secured thereof as their required by law and proceed to foreclose this trust deed in the memory provided in ORS 86.740 to 86.755.

13 Should the beneficiary elect to foreclose by advertisement and sale them after default at any time poer to live days before the data set by the trustee for the trustees also the grantor or other priors on privileged by the trustee to the control of the processors in microry the entire arround then due under the terms of the first deed and the obligation secured thereby including costs and espenses actually microred in obligation secured thereby including costs and espenses actually microred or control of the amounts provided by law in other than such porion of the processing the terms of the obligation and trustes and altoners and thereby concluding costs and espenses actually microred in the amounts provided by law in other than such porion of the processing the terms of the obligation and trustes and altoners less not as the default occurred and the trustes to the default occurred to the processing the terms of the obligation and trustes and altoners of the processing the terms of the obligation and trustes and altoners of the processing the terms of the obligation and trustes and altoners and the trustes to describe the de

the trustee

14 Otherwise, the sale shall be held on the date and at the time and place designated in the rotice of sale or the time to which said sale may be prospored as provided by law. The trustee may sell said property either no some of the time of the said property either no proposition or in separate parcels and shall sail the purcel said property either according to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required at least the process of the property so sold but without any coverant or warriers of sale. Trustee in the property so sold but without any coverant or warriers, express or implied The rectals in the deed of any matters of face shall be conclusive proof of the truthulines thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15 When trustee salls provided the trustee provided herein, trustee hading the compensation of the trustee of a resecutate charge by trustees the trustee of the sale. The shall apply the process of sale to payment of (1) the expense of sale in the sale provided herein, trustee actioning it is trusteed to the sale by the trustee of the trustee of

surplies it any, in the grantius or in his successor in criticises evaluated to such surplies.

14 For any reason parmitted by law baselines; may from turns in turns appoint a successor to successors to any trustes named herein in turns appoint a successor frustes; the latter shall be rested with all tells conveyance to the successor trustes, the latter shall be rested with all tell conveyance to the successor trustes, the latter shall be rested with all tell conveyance. Each such appointment and substitution shall be made by written hercurder. Each such appointment and substitution shall be made by written hercurder. Each such appointment and substitution shall be made by written hercurder. Each such appointment and substitution shall be made by vertice and the place of record which when recorded in the office of the Courty and its place of record which when recorded in the office of the Courty and its place of record in the critical or excuring an which the property is situated class to exclusive period of the critical or of the current of the successor trustee shall be completely excepts this trust when this deed duly essecuted and acknowledged is made a public result as previded by law Trustee in mit obligated to notify any party heretor of pending also under any other dead or challed the party universe such action or proceeding in brought by trustee.

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

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This deed applies to, inures to the henelit 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 pledges, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the manufactures are familiar and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand they day and year first above written.

e IMPORTANT NOTICE: Delete, by linking 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 Frath-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclesures; for this purpose, if this instrument is to be a FIEST lien to finance the purchase of a dwalling, was Stevens-Ness Form No. 1205 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwalling was Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard files notice.

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STATE OF OREGON.

County of KLAMATH

OTA Cladore ion.

SERVINO STATE Public for Oreagns

eledged the foregoing instru-

THOMAS SOLOMON TUCKER AND CHRISTINE SHARON TUCKER

commission expir

STATE OF OREGON, County of

Personally appeared

who, each being lirst

duly sworn, did say that the former is the president and that the latter is the

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.

Notary Public for Oregon

(OFFICIAL

4-17-89 My commission expires:

REQUEST FOR FULL RECONVEYANCE Is he seed only when skilgations have been po

m.

. 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 bareby 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 indabtedness secured by said trust deed (which are delivered to you herewith rogether 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

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Beneficiary

TRUST DEED

(FORM No. 651)

THOMAS S. TUCKER & CHRISTINE S. TUCKER 4453 LOMBARD DRIVE KLAMATH FALLS, OR 97608 renter

SOUTH VALLEY STATE BANK

5215 SOUTH SIXTH ST. KLAMTH FALLS, OR

Banaffciary

SOUTH VALLEY STATE BANK P.O. BOX 5210 KLAMATH FALLS, OR 97601

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SPACE REBERVED RECORDER S USE STATE OF OREGON, County of

Klamath I certify that the within instrument was received for record on the 2nd day ...Januar y o# . 19. . 86 at 2:05 o'clock PM, and recorded in book/reel/volume No. M86 on 258 page . or as fee/file/instrument/microfilm/reception No. 56936

Record of Mortgages of said County. Witness my hand and seal of Courty affixed.

Evelyn Biehn, County Clerk By PAT, Anti-Deputy

Fee: \$9.00 7.1.1 1EUU-