OK.				STEVENS-NESS LAW	UB. CO., PORTLAND, OR, 9720
किंगुनु र । -	63986	WITH RIGHTS TO F	DEED VC UTURE ADVANCES	AND RENEWALS	12932
EDMOI	ND.W. & BARBARA A. AI PHILIP K. ANDERSCH	NDERSCH, husband a	nd.wife		, 19.86 , between
••••••	SOUTH VALLEY ST	ATE BANK	•••••	••••••	, as Trustee, and
as Benefi			•••••••••••••••••••••••••••••••••••••••	•••••	

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property 

Lots 92 - 98 inclusive, plus the 40 foot wide private service road easement lying adjacent to above lots as designated on the plat, all in BALSIGER TRACTS, in the County of Klamath, State of Oregon.

Lots 81 - 91 inclusive, plus 10 feet vacated walkway lying between Lots 86 & 87, plus the 40 foot wide private service road easement lying adjacent to above lots as designated on the plat, all in BALSIGER TRACTS, in the County of Klamath, State of Oregon.

This document is one of two securing a loan to Andersch Home Furnishings, Inc. dated July 11, 1986 in the amount of \$425,000.00 with maturity of April 30, 1987.

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 prolits thereof and all fixtures now or hereafter attached to or used in connec-

vith said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Four Hundred Twenty-Five Thousand and No/100-----WITH RIGHTS TO FUTURE ADVANCES

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;

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 altecting said property; if the heneliciary we request, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain immunications.

tions and restrictions attenting sum property, it is accounted to pay for liling same in the join in rescentificiary may require and to pay for liling 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. The provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other haustad as the beneficiary. The provides and such other haustad as the beneficiary with loss payable to the letter; all policies of insurance shall be delivered to the beneficiary as soon as imsured; if the frantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least filteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the procure of the procure of

(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 charles thereol; (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 facts shall be conclusive proof of the truthfulness thereof. Truste's lees 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 receiver 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 thereol, in its own name sure or otherwise collect the rentsissues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including treasonable attorney's less upon any indebtedness secured 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 fur and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as adversaid, shall not cure or waive any delault or notice of default hereunder or invalidate any act done pursuant of 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 equity as a mortgage or direct the trustee to foreclose this trust deed in certification of the recorded his written notice of sale, give notice the read of the said described real property to satisfy th

the manner provided in ORS 86.735 to 86.795.

13. Alter the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the delault or delaults. It the delault consists of a lailure to pay, when due, sums secured by the trust deed, the delault may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no delault occurred. Any other delault that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the delault osts and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's less not exceeding the amounts provided by law.

together with trustee's and attorney's lees not exceeding the amounts provided 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 pacies and shall sell the parcel or parcels at auction 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 lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the general property, 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 the obligation secured by the trust deed, (3) to the obligation secured by the trust deed, (4) to trustee in the trust deed as their interest 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 surplus.

surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any 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 conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the mort/safe 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 notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which frantor, 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 laws of Oregon or the United States, a title insurance company authorized to insure title to read 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.

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(a) primarily for grantor's personal; family or h  (b) for an organization, or (even it grantor is a	ousehold surposes from I	e described note and this trust deed are:
(b) for an organization, or (even it grantor is a	natural person) are for be	Usiness or commercial
personal representatives, successors and assigns. The ter secured hereby, whether or not named as a beneficiary gender includes the feminine and the neuter, and the sin	d binds all parties hereto,	their heirs, legatees, devisees, administrators, executors the holder and owner, including places of the
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IN WITNESS WHEREOF said drames	- t - t	piurai.
said granto	r nas nereunto set his	plural.  hand the day and year first above written.
* IMPORTANT MOTICE .		above written,
* IMPORTANT NOTICE: Delete, by lining out, whichever warrant not applicable; if warranty (a) is applicable and the heartists	ily (a) or (b) is	mand //N
as such word is defined in al. The state of the beneficial	ry is a creditor	Continue Continue
beneficiary MUST comply with the Act and Regulation by mudisclosures; for this purpose use Stevens-Ness Form No. 1821	iviation Z, the	
disclosures; for this purpose use Stevens-Ness Form No. 1319, If compliance with the Act is not required discount discou	or equivalent	Clarke a Gladersch
If compliance with the Act is not required, disregard this notice		201
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(if the signer of the above is a corporation,		
use the form of acknowledgement apposite.)		
Sec. 48		
STATE OF OREGON,	1 57477	
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Edward W. Andersch, Barbara A.	, -,	************
Andersch and Philip K. Andersch	8s	
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To be used  TO:  The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with said trust deed) and to reconvey, wi estate now held by you under the same. Mail reconveyance DATED:  De net less or destroy this Trust Deed OR THE NOTE which it secur TRUST DEED  [FORM No. 821]  STEVENS-NESS LAW PUB. CO FORTLAND. ORE.  Grantor	uest for full reconveyance only when obligations have been only when obligations have been only when obligations accurred by are directed, on payment ences of indebtedness securithout warranty, to the period of t	the foregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of tred by said trust deed (which are delivered to you arties designated by the terms of said trust deed the Beneficiary  Beneficiary  STATE OF OREGON,  County of Klamath  I certify that the within instrument was received for record on the 24th day of July 19.86, at 10:23 o'clock AM, and recorded in book/reel/volume No. M86 on page 12932 or as fee/file/instru-
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