CEOOO		STEVENS-NESS LAW	STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 972	
652 <b>99</b>	TRUST DEED	VOL WSV Page	15/50 6	
MARTIN LEONARD AND A  HARRIS, HUSBAND AND WIFE,  as Grantor, WILLIAM P. BRANDS  SOUTH VALLEY STAT	NECC	AUGUST BAND AND WIFE AND JIM A N BUT WITH RIGHT OF SUE	., 19.86 , between	
as Beneficiary,				
Grantor irrevocable same	WITNESSETH:		1. W. 1. W.	
Grantor irrevocably grants, ba inKLAMATHCou	rgains, sells and conveys to tr inty, Oregon, described as:	ustee in trust, with power of	sale, the property	
SEE ATTACHED EXHIBIT A			4462	

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

sum of SIX 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

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To protect the security of this trust deed grantor agrees:

1. To protect, preserve and maintain said projecty in good condition and repair, not to remove on themoth any building or improvement thereon;

2. To complete or remove only and in good and workmanlike manner any building or improvement thereon;

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

3. To example and any waste of some soft and workmanlike destroyed thereon, and pay when due ill costs incurred therefor.

3. To example such all laws ordinances, regulations, covenants, conditions and restrictions affecting laid viopetty, ill 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 ler filing ame in the by tiling offices or searching stemiers as may be derived desirable by the beneficiary.

tions and restrictions alterial and softmances, regulations, covenants, conditions and restrictions and himself and openity; if the beneiciary so requests, to cia. Code as the beneficiary so the cost of all lien statches made by lifing officers of searching stands as may be denied desirable by the by lifing officers of searching stands as may be denied desirable by the by lifing officers of searching stands as may be denied desirable by the by lifing officers of searching stands as may be denied desirable by the by lifing officers of searching stands are the cost of all lien stands and such other hands are followed by life of the beneficiary may from time to time require, in an amount not less than \$ 16.000 ft. [and of may from time to time require, in companies acceptable to the beneficiary with non-payable to the latter: all policies of insurance shall be dilivered to the beneficiary as more insurance and to diliver said policies to the beneficiary at least lifteen days primarace and to diliver said policies of the beneficiary at least lifteen days primarace and to diliver said policies to the beneficiary at least lifteen days primarace and to diliver said policies to the beneficiary at least lifteen days primarace and to diliver said policies to the beneficiary at least lifteen days primarace and to deliver said policies of insurance now or herealter places of an accompanies acceptable of the beneficiary at least standard and procure the same and to the lifteen days primarace and to deliver said procure the same and to the lifteen days primarace and to deliver said procure the same and to the lifteen days primarace and to deliver said procure the same and to the lifteen days primarace and to deliver and the same and to the lifteen days that the candom and the lifteen days that the candom and the lifteen days that the candom and the lifteen days and lifteen days an

(a) consent to the making of any map or plat of said property; (b) join in franting any easement or creating any testriction 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 franties in any reconveyance may be described as the property. The franties in any reconveyance may be described as the property. The franties in any reconveyance may be described as the property. The franties in any reconveyance may be described as the property. The franties in any reconveyance may be described as the property. The franties in any reconveyance may be described as the property or franties of last shall be conclusive proof of the truthfulness thereof. Trusive's fees for any of the results of the franties of the strices mentioned in this paragraph shall be not less than \$5.5.

10. Upon any default by grantor hereunder, beneficiary may at any pointed by a court, and without relard 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 and the property or any part thereof, in its own name and unpaid, and apply the same, less costs and expenses of operation and collection, including tresonable attorneys 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 line and other insurance policies or compensation or awards for any taking or damade of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby immediately due and payable. In such an event the beneficiary at his election may recent to foreclose this trust deed by advertisement and sale

the manner provided in ORS 86.735 to 86.795.

13. After 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 priviled by ORS 86.753, may cure the default or defaults. It the default consists of a failure to pay, when due, entire amount due at the time of the cure of the cured by paying the not than be due had no default occurred. Any other drault that is capable of being ared may be cured by tendering the person erquired under the defaults, the person effecting the cure sale paying the defaults, the person effecting the cure sale paying the defaults, the person effecting the cure shall pay to themeliciary all costs together with trustees and attorney's less not exceeding the amounts provided by law.

together with trustee's and attorney's tees 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 parcels 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 grantor and beneficiary, may purchase at the sale.

the granter 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 expense of sale to payment of (1) the expense of sale, including the composition of the trustee and a reasonable charge by trustees the sale of the process of the sale of the trustees of the trustee of the present deed as their interests one appear in the order of their priority and (4) the surplus, it ams, to the granter or to his successor in interest entitled to such the surplus.

16. Beneficiary may be a present the order of their priority and (4) and (5).

surphis. In the granter or to his successor in interest entitled to such sort to any trustee named herein or to any successor trustee appointed herein or to any successor such appointment, and without conveyance to the successor irustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointed herein or to any successor trustee appointed herein trustee, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed hereinfer. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortange records of the county or counties in of the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledded 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 truster hereunder must be either or savings and loan association authorized to do business under the laws property of this state, its subsidiaries, affil ares, agents or branches, the United States and the Companies of the United States are subsidiaries. either an attorney, who is an active member of the Oregon State Bar, a bank, trust company aws of Oregon or the United States, a title insurance company authorized to insure title to real e 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 law-fully soized 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, it uses to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and essigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and essigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract personal representatives, successors and essigns. The term beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine secured hereby whether or not named as a beneficiary herein. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. \* IMPORTANT NOTICE: Delate, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the banaficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose uso Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a constration use the form of acknowledgement of posite.) STATE OF OREGON. STATE OF OREGON, ) 55. ) County of .... This instrument was acknowledged before me on ..... County of KLAMATH This instrument was acknowledged before me on ADGUST 18 15 86 by

Jim E. Harris and Marcia A. Harris 19 James J. Stockton Oregon (SEAL) Notary Public for Oregon My commission expires: (SEAL) Ny commission expires: 3-14-87 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: the undersigned is the againment and notice of an indeptedness secured by the folegoing thus deed. An sums secured by and 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 estate now held by you under the same. Mail reconveyance and documents to DATED: ...., 19....... Beneficiary De net less or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, TRUST DEED County of ..... I certify that the within instrument (FORM ING. BEI) was received for record on the ......day of \_\_\_\_\_\_, 19....., at \_\_\_\_\_o'clock \_\_M., and recorded in book/reel/volume No. ..... on page ...... or as fee/file/instru-SPACE RESERVED Grantor ment/migrotilm/reception No..... FOR Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of County affixed. Beneticiary NAME AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK By ..... Deputy 5215 SOUTH SIXTH STREET

KLAMATH FALLS OR 97603

A portion of the Swiseiswi Section 2, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the Southwest corner of the SE½ of the SW½ of Section 2. Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence North along the West boundary of said SE½ of the SW½, 30.00 feet to the North boundary of Cross Road; thence Easterly, along said road boundary 30.00 feet to the true point of beginning; thence Easterly, along said road boundary 290.40 feet; thence Section 2. 300.00 feet; thence West boundary of the SE½ of the SW½ of of the SS½ of the SW½ of Section 2. 300.00 feet; thence South, parallel with the West boundary point of beginning.

An Easement for irrigation pipeline purposes over and across the following described tract: commencing at the Southwest corner of the SEZ of the SWZ of said Section 2, thence North along the West boundary of said Southeast Quarter of the Southwest Quarter, 30.00 feet to the true point of beginning; thence Easterly along the North boundary of Cross Road, 30.00 feet; thence North, parallel with Quarter 10.00 feet; thence Westerly, parallel with Cross Road 30.00 feet; to the West boundary of the Southwest Quarter; thence South, along said West boundary of the true point of beginning

STATE	OF OREGON: COUNTY OF KL				
	August request of _				
Pres	A.D., 19 89 of \$13.00	yortgages	P M. and duly re on Page 15453 lyn Biehn, Co	unty Clerk	lay
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