join in circle Relating said productions, regulations construction to proper public office or circles, may require and time to the Uniform Common to proper public office or circles, as well as the 2xt of full mathematical said promotes and the state of the full mathematical said promotes and the state of the full mathematical said promotes the state of t

The above described real property is not currently used for agricul.
 To protect the security of this trust deed, drantor agrees:

 1. To protect, preserve and main an suid property in dood continuous
 1. To protect, preserve and main and property in dood ond workmanility or improvement thereion.
 1. To complex was easily and the second or the second of th

NUTE: The Trust Deed Act provides that the trustee hersunder must be either an ottorney, who is an active member of the Oregon State Bar, a bank, trust company or sayings and loan association authorized to do businiss unifer the laws of Oregon or the United States, a title insurance company authorized to insure interpro-property of this state, its subsidiaries, alfiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 acknowledged is notify any party hereto of pending sule under any other deed of trust or of any action or proceeding in which drantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or success-under, the surplus is a successor trustee appoint and the successor trustee, the latter shall be vested with all title, privers and duties contered and substitution shall be made by written instrument executed by beneliciary which, then recorded by written instrument executed by beneliciary which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

together with trustees 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 the designated in the noise shall be held on the date and at the time and place designated in the noise of sale or the time to which said sale may income any provided by law. The trustee may sell said property either autoring to the highest bidde for cash, payable at the time of sale. Trustes the parcel or in separate for cash, payable at the time of sale. Trustes the parcel or in separate for cash, payable at the sine of sale. Trustes the parcel or the purchase the deed of any matters of lact betweet by law conversing of the trustee sale any purchase at the sale. The trustee sells pursuant to the powers provided herein, trustee cluding apply the proverse of the trustee and a result be conclusive priori the formers of the bolight to the trustee and a result be charter by trustees station of the high any network the trustee by trustees the original pays to the oblight to the interest of deed. (3) to all persons structure, (4) to the oblight the interest of the trustee by trustees structure at the sale trustee trustee by trustees the she in interests may paper in the order of the trustee trustee by trustees sturplus. If any to the granter or to his successor in interves in the trust 16. Beneliciary may from time to time appoint a successor or succes-

the minner provided in ORS 86.735 to 86.795. 13. After the trustee has commended foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee date the sale, and at any time prior to 5 days before the date the trustee date the sale, and at any time prior to 5 days before the date the trustee date the sale, and the grantice any other person so priviled by ORS 86.750, may cure sums secured by the frust deed, the default may be cured by when due, not then be due at the time of the clault may be cured by any be mound being cured may be cured by tendering the performance require that is capable of obligation or trud edd. In any case, in addition to curing the default costs and expenses actual effecting the cure sha pays to the beneficiary all costs of defaults, the person's model in enforcing the obligation of the frust deed by law. 14. Otherwise, the sale shall be held on the date of the date.

disting any easing outposes.
(a) consent to the making of any map or plat of said property: (b) join in any bubble of the making of any map or plat of said property: (b) join in any bubble of the maximum of creating any restriction thereon: (c) join in any bubble of the maximum of the marker of the marker

now or hereafter appertaining, and the rents, issues and profits thereof and all lixibles now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the DITUDICUTE TO ENTITED AND AND NO LICE. WITH DICUTE TO ENTITIE ADVANCES AND DENEWAI C----sum of ONE HUNDRED THOUSAND AND NO/100---WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

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-tion with said real estate.

.....

SEE ATTACHED EXHIBIT "A" DESCRIPTION

1

FOIM No." 881-Oregon Trust Deed Series-TRUST DEED.

as Grantor, ANDREW C. BRANDSNESS

65519

0-

È. ្មា OK

as Beneficiary,

A1 3/1 4

inKLAMATH........County, Oregon, described as:

TRUST DEED

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

SOUTH VALLEY STATE BANK, an Oregon Banking Corporation

Vol. M& Page 15842

....., as Trustee, and

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. The grunter warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grants:'s personal, family or household purposes (see Important Notice below), (b) for an organization, or (even if granter is a natural person) are for business or commercial purposes. This deed applies to, invises 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 contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the leminine and the water, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. V & B REAL ESTATE, • IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is cpplicable and the beneficiary 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 use Streens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. a partenership BY: laves BY: BY-(if the signer of the above is a contention, use the form of adinawledgement oppes (a.) BY STATE OF OREGON. STATE OF OREGON,) 55. County of KLAMATH County of This instrument was acknowledged before me on This instrument was acknowledged before me on AUGUST 28 ,19 36. 5 WILLIAM P. 19 BRANDSNESS, SHAROH D. BRANDSNESS, 85 TOMAS PEDERSEN and PARRELL PEDERSEN of Musicipie X Hellee Wotary Public for Oregon Notary Public for Oregon (SEAL) Mrcommission expires: 9-14-89 (SEAL) My commission expires: 1:4 REQUEST FOR FULL RECONVEYANCE 23 To be used only when obligations have been paid. TO:, Trustee The undersigned is the leftel 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 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 toust ceed) and to recorvey, 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: Beneficiary Do not lose or destroy this Trist Dired OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON, (FORM No. 811) STEVENS-NESS LAW PUB. CO., FORTLAND, ORI County of I certify that the within instrument was received for record on the day V & B REAL ESTATE of, 19....., SPACE RESERVED Grantor in book/reel/volume No. on FOR SOUTH VALLEY STATE BANK pageor as fee/file/instrument/microtilm/reception No......, RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Someticiary County affixed. AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK 5215 SOUTH SIXTH STREET NAME TITLE

Bv

Deputy

KLAMATH FALLS, OR 97603

PARCEL 1

A tract of land situated in Lots 2 and 3 of Block 8, LINKVILLE, OREGON (Original Town of Klamath Falls), more particularly described as follows:

Beginning at the Southwesterly corner of said Block 8; thence North 39°04'50" West along the Southeasterly line of said Block 8, (said line being the Northwesterly line of Pine Street) 102.83 feet to a cross chiseled in the concrete sidewalk, said cross being a true point of beginning of this description; thence continuing North 39°04'50" West 63.36 feet to a 5/8 inch iron pin; said point being the Southeasterly corner of that tract of land described in Deed Volume M71, page 3134, as recorded in Klamath County Deed Records; thence North 51°00'03" West along the Southeasterly line of that tract of land described in said Deed Volume 119.99 feet to a 5/8 inch iron pin situated on the Northwesterly line of said Lot 2; thence South 39°02'39" West 63.46 feet to a spike in the asphalt pavement, said point being in line with the Southeasterly edge of the Southeasterly wall of the State Office Building; thence South 51°03'32" East along said Southeasterly edge of said wall 119.98 feet to the true point of beginning, with the bearings based on Fourth Street as being North 50°55'00" West. TOGETHER with the right of ingress and egress and a driveway easement over and across the Northwesterly portion of Lots 3 and 4, Block 8, Linkville, Oregon (Original Town of Klamath Falls, as more particularly described in Survey No. 1730 recorded in the office of the Surveyor, Klamath County, Oregon on August 28, 1972, which is described therein as "Existing Paved Driveway").

PARCEL 2

.... . .

The $W_{\frac{1}{2}}$ of Lot 1 and the $E_{\frac{1}{2}}$ of Lot 2 in Block 8, ORIGINAL TOWNSITE OF THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

riled for record at request of	
cfSeptemberA.D., 19 <u>86</u> at <u>11:41</u> ofMortgages	clock A M and duly manded in M is 1905
of <u>Mortgages</u>	on Page 15842
FEE	Evelyn Blenn County Clerk By Dernetha delach
\$13.00	By Dernetha I felach

- 3709

15844