69686		TRUST DEED	ValMS	O D-	PORTLAND, OR. 97
THIS TRUST DEED may	la this	1947 - GREF	Decent	₩_Ha <u>ü</u> e <b>Ç</b>	5772
AILEEN ARNOLDI		day of .	December		36 betwee
as Grantor, MOUNTAIN TIT SOUTH VALLEY STAT	LE COMPANY E BANK, an	Oregon Ba	nking G		Trustee on
as Beneficiary,		Jacob Ba	iking Corpora	tion	
Grantor irrevocably grants, inKlamathC	W bargains, sells ar ounty, Oregon, c	ITNESSETH: nd conveys to t lescribed as:	rustee in trust, with	power of sale, i	he propert
PARCEL 1: Lots 8, 9 according to the off of the County Clerk	), 10, and Licial plat of Klamath	ll, Block thereof c County, C	10 SPRAGUE R on file in the Dregon	IVER, e office	94) 5 Juli 1
PARCEL 2: Lots 12, according to the off of the County Clerk	13, 14, 15 icial plat of Klamath	and 16, E thereof c County, C	lock 10 SPRAG on file in the pregon	GUE RIVER ⊖ office	
together with all and singular the tenemen now or hereafter appertaining, and the ren tion with said real estate. FOR THE PURPOSE OF SECUR sum of TWenty-Eight Thous note of even date herewith appendix of	and Five Hu	NCE of each agre	No/100ths (S	n contained and Ray	rment of the
KX XXXXX Like XXXX XXXX XXX XXX XXXXXXXXXXXXXXXXXX	ficiary or order and XXXXXXXXXXXXXXXX ured by this instrum within described p he grantor without ions secured by thi yable. Currently used to a	a made by grantor XXXXXXXXXXX nent is the date, s roperty, or any pu- first having obta s instrument, irres	A merest thereon accord 、 X ※ X ※ X ※ X ※ X ※ X ※ X ※ X ※ X X X X X X X X	ing to the terms of	a promissory A X X X X X
1. To protect, preserve and maintain said 1 and repair; not to remove or demolish any buildin, not to commit or permit any waste of said property. 2. To complete or restore promptly and i destroyed thereon, and pay when due all costs incurre 3. To comply with all laws, ordinances, red form an executing such financing statements pursuant cial Code as the beneficiary may require and to p proper public office or offices, as well as the cost by filing offices or statements pursuant now or hereafter erected on the said premises adain an amount not less than $K_{-}$ . The filling of insurance shall be delivered to the beneficiary ordinanes acceptable to the beneficiary with loss policies of insurance shall be delivered to the benefi- deliver said policies to the beneficiary with loss policies to the beneficiary the statement benefi- deliver said policies to the beneficiary with loss policies to the beneficiary the statement and the beneficiary of insurance now or hereafter the beneficiary for the security and the statement and such other hazards as the beneficiary with loss policies of insurance shall be delivered to the benefi- deliver said policies to the beneficiary at least filteen to any policy of insurance now or hereafter the beneficiary may procure the same at drantor collected under any fire or other insurance policy man may determine, or at option of beneficiary the entire any part thereof, may be released to grantor. Such any cot cure or waive any detender or discussion of denation of any policy and the or of any beneficiary the entire any part thereof, may be released to grantor. Such any cot cure or waive any detender or other of denation of any based and thereof of the beneficiary the entire any part thereof, may be released to grantor. Such any cot cure or waive any detender of other denation of any based beneficiary the entire any part thereof, may be released to grantor. Such any cot cure or waive any detender of other denation of denation of the beneficiary the entire of the beneficiary the entire	need, grantor agrees property in kood condi for improvement there e constructed, damaged d therelor, ulations, covenants, cor beneliciary so requests, beneliciary so requests, beneliciary so requests, to the Unitorm Comm ay lor liting same in of all lien searches mi deemed desirable by it surance on the building st loss or damage by it surance on the building st loss or damage by it is to the latter; ciary as soon as insur- ny such insurance and days prior to the expli- naced on said building s expense. The amount sy be applied by bene- suran or release sho eunder or release sho	(a) consent t from franting any subordination thereol; (d) r thereol; (d) r legally entitlee be conclusive be conclusive to 10, Up ter- time without the pointed by a the pointed by a the pointed by a the erty or any p issues and proi less costs and reney's less upon in licitary may deal to collection of su- to 10, Up the pointed by a the erty or any p issues and proi the source any deal to collection of su- to 10, Up the pointed by a the erty or any p issues and proi the pointed by a the erty or any p issues and proi the erty or less upon the erty or less upon the the pointed by a the erty or any p issues and proi the erty or less upon the property, and the the property and the the erty or in his the erty or in his the erther benefits the erther benefit	o the making of any map or easurent or creating any or other adreement affecti econvey, without warranty, y reconveysmer may be proof of the truthiulness of intereto," and the recitals proof of the truthiulness of med in this paradiaph shall i on any default by grantor notice, either in person, by court, and without redard i s hereby secured, enter up at thereol, in its own nam its, including those past du expenses of operation and ca in any indebtedness secured termine. entering upon and takin toh rents, issues and profits es or compensation or swar he application or release he application or release he application or release he application or default he h rotice.	ng this deed or the li all or any part of the j escribed as the "perso therein of any matters bereol. Trustee's lees to bereol. Trustee's lees to be not less than \$5. hereunder, beneficiary adent or by a receiv- o the adequacy of any n and take possession on and take possession on and take possession of the adequacy of any official and app official and app offi	form in any en or charge property. The n or persons or lacts shall r any of the may at any er to be ap- security for of said prop- of said prop- of said prop- the same, onable attor- der as bene- roperty, the v and other mage of the not cure or ny act done news secured eliciary may in such an s trust deed
taxes, assessments and other charges that may be lead against said property before any part of such taxes charges become past due or delinquent and promptly to beneliciary; should the grantor fail to make pay ments, insurance premiunts, liens or other charges pe- soy direct payment or by providing beneliciary with nucke such payment, beneticiary may, at its option, not the amount so paid, with interest at the rate set rust deed, shall be added to and become a part of to ovenants hereof and for such payments, with interest rust hereof and for such payment, with interest rust hereof and for such payments, with interest arme extent that they are bound for the payment.	ion liens and to pay a ried or assessed upon c assessments and oth deliver receipts therefore and the second second while by grantor, eith h lunds with which t make payment thereo, orth in the note secure ustaphs 6 and 7 of this be debt secured by this becach of any of th as aforesaid, the prop shall be hound to th	execute and can to sell the sai to sell the sai thereby whereur thereol as then or the manner prov- ter 13, Although sale, and at any sale, the grantor the default or d sums secured by entire amount d senter amount d being cured may objination or true	is to be recorded his writted described real property pon the trustee shall have the required by law and proc- rided in ORS 86.735 to 86.7 of the trustee has commence time prior to 5 days before or any other person so pri- elaults. If the delay the delay we at the time of the cure had no delay to occurred. A	the beneficiary or the in n notice of delault and to satisfy the oblight time and place of sale, ered to loreclose this tr. 95. d lorcclosure by advertit is the date the trustee co vileged by ORS 86.753 sts of a failure to pay, alt may be cured by other than such portion other that that is	The deed by fustee shall his election ion secured kive notice ust deed in sement and onducts the n may cure when due, paying the 1 as would capable of
ender all sums secured by this trust deed immediately omstitute a breach of this trust deed, 6. To pay all costs, leves and expenses of this fille search as well as the other costs and expenses connection with or in enforcing this obligation and 7. To appear in and delend any action or pr elect the security rights or powers of beneficiary or it tion or proceeding in which the beneficiary or trustee using evidence of title and the beneficiary's or trustee using evidence of title and the beneficiary's or trustee	tion of the beneficiary y due and payable and frust including the cost of the trustee incurred trustee's and attorney's poceeding purporting to ustee; and in any suit, may appear, including costs and expenses, in-	and expenses act together with tru by law. 14. Othe place designated be postponed as in one parcel or auction to the h shall deliver to t the property so plied. The recital	unly incurred in enlocing stees and attorney's fees no rwise, the sale shall be held in the notice of sale or t provided by law. The trus in separate parcels and si inseparate parcels and si inseparate parcels in lo ighest bidder for cash. pay he purchaser its deed in lo sold, but without any cover in the deed of any matter.	Pay to the beneficiar, the obligation of the exceeding the amount on the date and at thi the time to which said the may sell said propu- tall sell the parcel or able at the time of said mas required by law nant or warranty, expre-	y all costs trust deed s provided time and sale may parcels at conveying
the of the finit court, krantor in the event of an appear by the trial court, krantor hurther afters to pay linte court shall adjuidse reasonable as the beneficial It is mutually aftered that: A. In the event that any portion of all of said p der the right of eminent domain or condemnation, ben th, if it so elects, to require that all or any portion of pay all reasonable costs, expenses and attorney's le urred by grantor in such proceedings, shall be pai be the right and appellate courts, nocessarily paid any in such proceedings, and the balance applied u ured hereby; and grantor afteres, at its own expense.	from any cases shall be from any judgment or such sum as the ap- vision trustee's atter- toperty shall be taken eliciary shall have the eliciary shall have the other monies payable the amount required to beneticiary and is and attorney's fees, or incurred by bene-	15. When shall apply the p eluding the compa- theoree, (2) is a baving recorded 1 deed as their inte- surplus, it any, to surplus, it any, to surplus, it any, to surplus, it any trustee under. Upon such trustee, the latter upon any trustee h and substitution when	trustee sells pursuant in the roseeds of sale to payment in the roseeds of sale to payment rosation of the trustee and the obligation secured by the rests may appear in the ord the grantor or to his succ- ciars may from time to tim e named berein or to any s appointment, and withous shall be vested with all tit erein named or appointed head off be made by written inco-	the sale, envired here, e powers provided here, of (1) the expense of a trasonable charge by return deed, (3) to a trest of the trustee in evolution pravity and esset in interest entitles environment a successor of successor trustee appoint a conseyance to the le, powers and duties of reunder. Each such app	n, frustee bale, in- frustee's III persons the trust (J) the to such w success- successor conterred ointment
execute such instruments as shall be necessary in sation, promptly upon beneliciary's request. 9. At any time and from time to time upon wri- ity, payment of its fees and presentation of this de orsenent (in case of full reconveyances, for cancellatic liability of any person for the payment of the indef	tten request of bene-	of the successor true 17. Trustee acknowledded is m	the in the moritage record is situated, shall be conclus stee. Accepts this trust when any party hereto of pendin ion or proceeding in which less such action or proceeding	ive proof of proper appoint this deed, duly evecu	inties in Sintment

NOTE: The Trust Deed Act provides that the trustee horeunder must be either an attainey, 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 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an estrow 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. he grante  $\binom{a}{b}$ 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 contract gender includes the feminine 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 beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. + Queen Gruaede (if the signer of the above is a corporation, use the form of acknowledgement oppuelts.) STATE OF OREGON Country of R Klamath STATE OF OREGON, This instrument was acknowledged before me on December 1986, by AILEEN ARNOLDI County of This instrument was acknowledged before me on 85 of elle (SEAL) Notary Public for Oregon My commission expires: Notary Public for Oregon 89 My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said feed have been fully paid and redicted. You becake are directed on payment to not of any sums awind to water under the form of 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 hereby are directed, on payment to you of any sums owing to you under the terms of and trust dead or pursuant to statute to cancel all avidances of indebtedness secured by said trust dead (which are delivered to you 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 todather with said trust deed) and to reconvey without warranty to the parties designated by the terms of said trust deed the said trust deed or pursuant to statute, to cancel all evidences of indeptedness 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 Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED (FORM No. 881) STEVENS.NESS LAW PUB. CO., PORTLAND, ORE STATE OF OREGON, AILEEN ARNOLDI County of ......Klamath I certify that the within instrument ss. was received for record on the .... 23rdday of December ,19.86, at 4:29 O'clock P. M., and recorded SOUTH VALLEY STATE BANK SPACE RESERVED in book/reel/volume No. \_\_\_\_\_M86\_\_\_\_ on page \_\_\_\_\_23772 or as fee/file/instru-FOR RECORDER'S USE ment/microfilm/reception No. 69686 ••••• Beneficiary Record of Mortgages of said County. AFTER RECORDING RETURN TO Witness my hand and seal of MOUNTAIN TITLE COMPANY County affixed. Fee: \$9.00 By Am An The Deputy