丟

FORM No. 881-

1201-02	7	
mc-1396-93	1	7
	7	_

12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1115-1210	TEAD STEVENS-NESS LAW	PUB. CO., FORTLAND, OR 8720
	TRUST DEED WITH RIGHTS TO FUTURE AD the this	AMUCES AND KENEWALS	ę
rantor,WILLIA	M.P. BRANDSNESS VALLEY STATE BANK		, as Trustee, and

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in ......KLAMATH......County, Oregon, described as:

SEE ATTACHED EXHIBIT "B" FOR DESCRIPTION

TRUST DEED

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 connection with said real estate.

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

of TWO HUNDRED NINETY THOUSAND AND NO/100-----WITH RIGHTS TO FUTURE ADVANCES AND

sold, conveyed, assigned or alienated by the grantor without tirst then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.

The chove described real property is not currently used for agricult To protect, preserve and maintain said property in good condition and repair.

To protect, preserve and maintain said property in good condition and repair to the commit or permit any warrollsh any building or improvement thereon; not to commit or permit any warrollsh any building or improvement thereon; and workmanlike mammer any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all coats incurred therefor.

2. To complete or restore promptly and in good and workmanlike mammer any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all coats incurred therefor.

destroyed thereon, and pay when due all coats incurred therefor.

Gest of the control of th

(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 affecting this deed or the lien or charge thereof; (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 lacts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

O 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 thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less coats and expenses of operation and collection, including reasonable attorney's lees 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 tire and other insurance policies or compensation or release thereof as aloresaid, shall not cure or waive any delault or notice of default hereunder or invalidate any act done property, and the application or release thereof as aloresaid, shall not cure or waive any delault 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 or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in certification of the such property to

the manner provided in ORS 86.7.35 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 privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default 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 default occurred. Any other default 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 default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and altorney's lees not exceeding the amounts provided by law.

together with trustee's and attorney's less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and puece 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 fact shall be conclusive proof of the trustfulness thereof. Any person, excluding the trustee, but including the grantor 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 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 all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests 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 herein to to any successor trustee 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 mortgage records of the county or counties in which tha 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 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 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 real 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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	804 that the	the lost concerned by the form is a natural person) and of and binds as		
(b) for an order	<b>************</b>	the Joan sensor		
J. gaz	ization, or (even if gran	the loss represented by the home below the person and of and binds all parties in the term beautiful process.	CV STOVE desert	
This deed applies	. 8.4/1	or is a natural person	<sup>ᠬᢀ</sup> ᡧ <i>ᠺ</i> ᡭᡭᡬᡭᡭᡭᡭ᠘ᢆᢤᠰᢥ <sup>᠖</sup>	and this trues
d beresentatives	to, inures to the benefit	for is a natural person) and of and binds all parties in the term beneficiary shall clary have	o for business or comme	fow), " " deed are:
includes whether	OF not no	of and binds all parties	-01 <i>111</i> / PF	cial purposes.
the femin	ine and the next a benefit	ciary beneficiary shall	mereto, their heirs ledet	

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, secured hereby, whether or not named as a beneficiary herein. In construing this deed and owner, including pledgee, of the contract of the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

	, data Riantos to
* IMPORTANT NO.	lete, by lining out, whichever warranty (a) or (b) is in the Truth-in-lending and the beneficiary is a second
not applicable NOTICE: De	dea
as such word, if Warrant	V (a) is ming out, whichever
beneficion is defined	in the applicable and the to warranty (a) or the
If committees; for this purpose	win the Act and Regulation Z, the e use Stevens-Ness Form No. 1319, or equired is not required, disregard this notice.
compliance with the Act	use Stevens-Ness Equidition by making a mo
vici	is not required discount No. 1319 of required
	" " " " " " " " " " " " " " " " " " "
(If the signer of the above to	monte,
Was the at " " The above to	

is a creditor ation Z, the against a ng required equivalent.	Allen Dean  Strutte  Lynette Jean	Ezell Jule Fan Gull Ezell Jule	The state of the s
	***************************************		
		***************************************	***************************************
STATE O	F OREGON,		
Count		,	

(SEAL)

acknowledgement opposite.	
STATE OF OREGON	
County of Klamath )	STATE OF OREGON,
December was acknowledge to	County of
Ezell Bean Ezell and Lynette Jean	19, by
SEAL) Sana Killingsworth Notary Public for Oregon	as of
(SEAL) Notary Public for One	
in the state of th	- ubile for Oregon
PUBLIC 475-90	My commission expires:
REQUEST	FOR RIVE

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 and have been fully paid and satisfied. You haveby are directed on navment to you of any sums owing to you under the terms 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 herewith todether 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 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

DATED:

less or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be m

TRUST (FORM N STEVENS-NESS LAW-PUR	DEED
	TAND. ORE.
**************************	
***************************************	
The Market of the Control of the Con	
***************************************	Grantor
	1 12
	Beneficiary
SOUTH VALLEY STATE 801 MAIN STREET KLAMATH FALLS OR	

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of ..... certify that the within instrument was received for record on the .... day , 19 at \_\_\_\_\_o'clock \_M., and recorded in book/reel/volume No. \_\_\_\_\_ on page as fee/file/instrument/microfilm/reception No..... Record of Mortgages of said County. Witness my hand and seal of County affixed. NAME TITLE By .....

That certain triangular parcel of land situate and lying in Lot 15 and Lot 16, Section 15, Township 41 South, Range 11 in the County of Klamath, State of Oregon, as follows:

Deginning at the Southwest corner of said Section 15, a point in the boundary line between Klamath County, Oregon and Siskiyou said Section 15, a distance North 0° 04' West along West line of point in a line drawn parallel with and 50.0 feet, more or less, to a said located "B" center line; thence Southwesterly North 88°, 57' West along said parallel line a distance of 653.0 feet, more or less to the point in the South line of said Section 15; thence or less to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for reco	d at request of	
FEE \$13.	of A.D., 19 87 at 2:10 o'clock P	day,