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

LOT 9 AND THE WESTERLY 45 FEET OF LOT 10 BLOCK 49 NICHOLS ADDITION OF THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, EXCEPTING THEREFROM, THE SOUTH 7 FEET FOR ALLEY CONVEYED TO THE CITY OF KLAMATH FALLS, IN DEED BOOK 63, PAGE 67, RECORDS OF KLAMATH COUNTY, OREGON.

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 ONE HUNDRED FIFTY-EIGHT THOUSAND AND NO/100---WITH RIGHTS TO FUTURE ADVANCES

AND RENEWALS———Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be said, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, after the event in the date, stated above, on which the final installment of said note then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or her day date and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

becomes due and payable. In the event the within the becomes due and payable. In the event the within the beneficiary's option, all obligations secured by this inst then, at his beneficiary's option, all obligations accord by this inst then, at his beneficiary's option, all obligations accord by this inst the chore described real property is not currently used for ogticult.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in 600 condition and repair, not to remove or demonship and property in 600 condition not to remove or demonship and in food and workmanlike manner any building or improves promptly and in food and workmanlike manner any building or improves promptly and in food and workmanlike destroyer. The constant of the trust of the property of the p

(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 expension or other agreement affecting this deed or the lien or charge granting any reconvey, without warranty, all or any part of the property. The testing is expensive to the property of the good property of the truthfulness thereof. Trustee's lees for any of the truthfulness thereof. Trustee's lees for any of the service and the property of the truthfulness thereof. Trustee's lees for any of the service mentioned in this paragreson, by agent or by a receiver to be appropriated by a court, and without escan to the adequacy of any exceiver to be appropriated by a court, and without escan to the adequacy of any exceiver to perform the property of any part thereot, in its own name sue or otherwise collections including the same, ney; on any destendess secured hereby, and in such order as beneficiary any determine.

It is supposed to the adequacy of the proceeds of the rand, thereof, in the entering upon and taking passession of said property, the insurance policies or compensation or awards, passession of said property, the insurance policies or compensation or awards or any taking or damage of the waite any default by grantor in payment of any taking or damage of the waite any default by grantor in payment of any indebtedness secured declare all sums performance of any agreement hereunder, the beneficiary may determine to such rontics.

12. Upon default by grantor in payment of any taking or damage of the waite any default and the property in his performance of any agreement hereunder, the beneficiary may event the beneficiary or hot trustee shall declare all sums performance of any agreement hereunder, the beneficiary may event the beneficiary or the trustee shall its the time and payable. In such an in equity as a mortigale o

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, the factor time prior to 5 days before the date the trustee conducts the the date of the trustee conducts the the detail of defaults of the default or defaults. It the default consists of a failure to pay, when due, such as a conduct that the default or defaults. It the default may be cured by paying the entire among by the trust deed, the default may be cured by paying the not then be due had no default occurred. Any other default that is capable of configured may be cured by tendering the performance required under the defaults, the person effecting the cure shall pay to the beneficiary all costs together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be had a contract the cure of the default of the trust deed by law.

together with trustee's and attorney s tees not exceeding ine amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and be postponed 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 on one parce of in separate parcels and sale sell the parcel or parcels at sale different or the purchaser its deed in payable at the time of sale. Trustee the property is solder for cash, payable at the time of sale. Trustee the property is solder for cash, payable are time of sale. Trustee the property is solder for cash, payable are time of sale. Trustee the property is solder for cash, payable at the time of sale. Trustee the property is solder for any matters of or warranty, express or implied. The rectains in the deed of any matters of lact shall be conclusive proof the truthulmass 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

the grantor and beneticiary, 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 having recorded liens subsequent to the interest of the trustee in the trust deed at 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, 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 successors to any trustee amend herein or to any successor trustee appointment, and without conveyance to the successor trustee, the latter skip pointment, and without conveyance to the successor upon any trustee herein named or appointed hereinfer. Each such appointment and substitution shall be made by written instrument. Each such appointment which, when recorded in the mortgage records of the country 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 grantor, beneficiary or trustees that the pending sale under any other deed of shall be a party unless such action or proceeding is brought by trustee.

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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 lows of Oregon or the United States, a title laturance 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 676.505 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.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes.

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 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 disclosures; for this purpose use 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 corporation

use the form of acknowledgement opposite.)		
STATE OF OREGON		
County of KLAMATH	STATE OF OREGON,	
This instrument was acknowledged before APRIL 7 1987, by	me on This instrument	s.
(SEAL) Turne Lifene	ot lue	
onamission expires: 2-12-9/	Oregon Notary Public for Oregon My commission expires:	•
W. Community	REQUEST FOR FULL RECONVEYANCE	(SEAL)
TO:	e used only when obligations have	

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 Ine undersigned is the legal owner and noider of all indeptedness secured by the toregoing 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 the said trust dead or pursuant to statute to cancel all evidences of indebtadness secured by said trust dead (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have trust deed (which are delivered to you have been unity each trust deed (which are delivered to you have trust delivered to you hav 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

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

SPACE RESERVED

FOR RECORDER'S USE

 ST DEED DRM No. 881) W PUB. CO., PORTLAND, ORE.	==
Grantor	
 Beneficiary	

AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK 5215 SOUTH SIXTH STREET KLAMATH FALLS, OR 97603 STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the .. 27th day of ______,19.87., at 4:38 o'clock P.M., and recorded in book/reel/volume No. M87 on page 7102 or as fee/file/instrument/microfilm/reception No.73913 Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Bjehn, County Clerk

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