NOTEs The Trust Dead Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregon State Bar, a bank, trust company or savings and seen associaties evidenteed to do business under the laws of Oregon or the United States to the Insurance company authorized to insure tills for a bank, trust company property of this same, its subsidiaries, affiliares, agents or branches, the United States or any agency thereof, or an escrew agent licensed under ORS 696.505 to 696.585.

affect the sec-action or proceeding an any nuit for the trial courts drawn mericined in this parsa. Any of the trial court drawn drawn do an appeal trial interms of attorney is the mericine afree to pay such attrial and prilate court shall adjudt drawn drawn attrial of an appeal trial decree of the trial court drawn drawn attrial of an appeal trial there on such appeal. It is structually adreed that: It is structually adreed that: It is the reveal that all or any portion of the trained pay the arcourse and attrial to a structuate and attrial pays to the trained arcourse and the real and appeal to a structure of the trained pays arcourse and the trained of the traines and attorney's fees necessarily and appeal are court and appeal and the traines and attorney's fees necessarily and appeal are and appeal to any portion of the paid or included the traines are arcoursed by granter in such appeal and attorney's fees necessarily and appeal are and appeal to any appeal and attorney is an attorney and appeal are and appeal and appeal and attorney is an attorney and appeal are and appeal and appeal and attorney is a structured by and the structure and appeal and appeal and appeal and appeal and appeal and appeal and attorney is and appeal and appeal and appeal and the brank and attorney is and appeal and a structure and a structure appeal and a structured by and an any appeal and appeal are and the structure appeal appeal and attorney is and appeal and a structure and a structure and appeal and attorney and attorney is man and passater appeal and appeal and attorney is and attorney is and granter agrees, at the structure appeal appeal and the note independent and and any appeal appeal and appears to the appeal and the note intervent the fabricty of any person for the to the appeal attorney is and the note intervent the fabricty of any person for the payment of the attorney is and the attorney the fabricty of any person for the payment of the attorned the note intervent the fabricty of any

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surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneticiary may from time to time appoint a successor or success under. Upon such appointnent, and without convergence to the successor trustee, the latter shall be visited with all title, powers and duties continent and substitution shall be montage or appointed hereiner. Each successor which, when recorded in the mortage records of the county or counties in the herein the visit by visited with all title, powers and duties continent and substitution shall be mortage records of the county or counties in which, when recorded in the mortage records of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and obligated to notily any party hereford as provided by law. Trustee is not strust or of any action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

the grantor and beneliciary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee cluding the proceeds of sale, in-attorney (3) to the obligation strustee and a reasonable charge by trustee's attorney (3) to the obligation interest of the trust deed, by trustee deed and second liens subsequent to the interest of the trustee in the trust surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may auction to the time bidder for cash, payable at the parcel of sale sale are thand deliver to the purchaser its deed, payable at the time of sale. Trustee the property so the purchaser is deed of any movemant or warranty, expressor or in-plied. The recitals in the deed of any movemant or warranty, express or im-of the truthfulness thereol. Any person, excluding the trustee, but including . . . 15. When trustee sells pursuant to the powers provided herein trustee

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, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, and the frust deed, the default consist of a failure to pay, when due, not then be due at the time of the cure other than such portion as would being cured may be cured by tendering the performance required under the defaults, the person effecting the cure shall pay to curing the default costs together with trustees and attorney's fees not exceeding the amounts provided plaw. 14. Otherwise, the sale shall he held on the date the date.

altural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property: (b) join in grazing any easement or external altecting this deed or the line. or charge subordination or other agreement altecting this deed or the line. or charge frames in any reconveyance may be described as the line. or charge stands of the property. The conclusive proof of the truthulness thereoi. Trustee's least or any or thereois (d) reconvey, without warranty, all or any part person or persons be conclusive proof of the truthulness thereoi. Trustee's least or any or any of the conclusive proof of the truthulness thereoi. Trustee's least or any of the individual stands. The conclusive proof of the truthulness thereoi. Trustee's least or any of the individual stands. The conclusive proof of the truthulness thereoi. Trustee's least or any of the individual stands. The provide the degrade of any of the individual stands. The provide the degrade of the degrade of the stand any provide the degrade of the stand any provide the accurt, and without notice upon and take possession security for its and any indebteness secured hereby, and in such order as been. If thereoi, in its own and taking possession of asid property, the induction of a usch tents, insues and proling or thereoid of the and or invited of the any indebteness secured hereby, and in such order as been income policies. If thereoid delation or release thereoid any taking or damage of the order stands or notice of delault hereunder or invalidate any act does any of thereoid delate any proceed of the strustee is thereoid in the sume any proceed of the strustee and deviation any indebtenes.
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sum of IEN IHUUSAND AND NU/100-----WIIH KIGHIS 10 FUIURE ADVANCES AND RENEWALS---mote of even date berewith, psyable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, in not sconer paid, to be due and psyable <u>JUNE 12</u> 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 psyable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, convered, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary berein, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, the above described real property is not currently used for agricultural, timber or grazing purposes. (a) convert to the making of any pay of all of aging the date date date of the maturity dates is and property (b) in in in the above described real property is not currently used for agricultural, timber or grazing purposes.

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 thereot and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the UTTU DICUTE TO FUTURE ADVANCES AND DEVELOP tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TEN THOUSAND AND NO/100------WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS----

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PORM Ne. SEL-O

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KLAMATH

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

WILLIAM P. BRANDSNESS SOUTH VALLEY STATE BANK

TRUST DEED

THIS TRUST DEED made this 12 MANUEL M. PADILLA AND CARLA D. PADILLA AS TENANTS BY

THE NORTH 70 FEET OF LOT 26, TONATEE HOMES, ACCORDING TO THE OFFICIAL PLAT. THEREOF, ON THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

MTC- 18198

WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

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Grantor       Grantor       SPACE RESERVED FOR RECORDER'S USE       of June at 11:27 o'clock AM., and recorded in book/reel/yolume No. M87 on page 10304 or as fee/file/instru- page 10304 or as fee/file/instru- Record of Mortgages of said County. Witness my hand and seal of County affixed.         AFTER RECORDING RETURN TO H VALLEY STATE BANK. SOUTH SIXTH STREET ATH FAELS OR 97603       Fee: \$9.00       Evelyn Biehn, County Clerk NMME HO21 DEE	The frust deed f suid trust d becewich tog state now h DATED; Do not here TRU	UST DEE	del owner and holdes and satisfied. You b statute, to cancel all deed) and to reconv a same. Mail reconve same. Mail reconve d on the note which is CD	Trustee , Trustee r of all indebtedness sect sereby are directed, on p. l evidences of indebtedn ey, without warranty, th byance and documents in ey, without warranty, the series of the sector of the sect	have been peid. ared by the foregoing trust deed. All sums secured by s ayment to you of any sums owing to you under the terms of the parties designated by the terms of said trust deed to be the parties designated by the terms of said trust deed to Beneficiary d to the trustee for cancellation before reconveyance will be made. STATE OF OREGON	OZ
Grantor       SPACE RESERVED       at 11:27 o'clock AM, and recorded         FOR       FOR       page 10304       or as fee/file/instru-         Parter RECORDER'S USE       ment/microfilm/reception No. 75721       Record of Mortgages of said County.         AFTER RECORDING RETURN TO       Witness my hand and seal of         H VALLEY STATE BANK       Fee: \$9.00       Evelyn Biehn, County Clerk         SOUTH SIXTH STREET       Fee: \$9.00       Evelyn Biehn, County Clerk         HO21 DED       By	The frust deed f suid trust d becewich tog state now h DATED; Do not here TRU	UST DEE	del owner and holdes and satisfied. You b statute, to cancel all deed) and to reconv a same. Mail roconve d oa the note which is CD	secures. Seth must be delivere	have been peid. irred by the foregoing trust deed. All sums secured by s syment to you of any sums owing to you under the terms of the parties designated by the terms of said trust deed of the parties designated by the terms of said trust deed of Beneficiary d to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, County of	OZ
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