NOIS: The Trust Geed 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 lastings and baan association evitablished to 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 subsidierine, officiates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

Joint in executing and initial and property: if it is a laboration containts, coverants, condition of the contract provide and its provide and its initial property is and its provide and the cost of all lient and the cost of the same end on the said premeses against these of the buildings and such other has than a be that be the lient of all lient and the cost of the same acceptable to the same all lient all lient and the cost of the same all lient all lient and the cost of the same all lient all lient and the cost of the same all lient allient all lient all lient all lient

The observe described real property is not currently used for agricul. To protect the security of this trust doed, drantor adrees: 1. To protect, preserve and maintain said property in 600d condition and roper, not so removes or demolish any building or improvement thereon. To complex any suite of said property. 1. To complex any suite of said property. 3. To complex with a laws, ordinances, regulations, covenants, condi-form an restrictions suited as and property. If the buildings or requests, to form an exercising such finances, regulations, covenants, condi-form and restrictions suited faster on the buildings proper public office or offices as well as the cost of all lien escable by the buildings. 4. To complex and continuously maintain insurance on the buildings

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 nor obligated def is may party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneliciary or trustee shall be a party unless such action or proceeding is brought by trustee.

surplus, if any, to the stantor of to his survessor in interest entitled to such surplus. 16. Beneficiary may from time by time appoint a successor or surcess-under. Upon such amisintment, and without conveyance to the successor trustee, the latter shall be med or appointed here. Surveyance to the successor and substitution shall be med or appointed here. Each such appointent which, when recorded in the sorts of the county or counties in which, when recorded in the shall be conclusive proof of proper appointment which, when recorded is shall be conclusive proof of proper sponties in of the successor trustee.

inderther with frustees 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 place draignated in the notice of law or the time the said sale may one parcel or in separate forcels and shall self the said property either shall do the highest bidder forcels and shall self the said sale. Trustee the deliver to the purchaser its cash, payable at the forcel or parcels at the follower to the purchaser its cash, payable at the forcel or parcels at the follower to the purchaser its cash, payable at the forcel or parcels of the follower to the purchaser its cash, payable at the forcel or parcels the follower to the purchaser its cash, payable at the forcel or parcels of the forcels and beneficiary, may proven, excluding the trustee but including the forcel of the highest bidder of any covenant or warred by law conclusive proof of the forcels thereof. Any purchase at the sale. Tustees but including shall apply the proceeds of the trustee and a resumble charge by trustees and apply the proceeds of the trustee and at the sale the sale. And apply the proceeds of the trustee and a resumble charge by trustees and the for excident of the trustee and a trustee the trustee the trustee and the trustees the grant of the interest of the force in the trustee and the trustees and appear in the other of the force in the trustees are and the trustees and the sale provided the force in the trustees and the force of the frame of the trustees and the force in the trustees are as their interests may prove in the other appoint a successor of success.

the manner provided in ORS 86.735 to 86.795. 13. After the trustee has conumered foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, she franties any other person so privileged by ORS 86.753, may cure sale, and the trust deed, the default may be cured by "beam other satistic or defaults. If the default consists of a failure to pay, when due, not then be due for the trust deed, the default may be cured by "beam other the default on the sat the time of the classified of the such portion being cured may be cured by tendering the performance required that the default obligation or trust deed. In any case, in addition to curing the default of and expenses actually incurred in enforcing the obligation of the trust deed by law. 14. Otherwise, the sale shall be held on the date of the data.

usual, timber or grazing purpose.
(a) consent to the making of any map or plat of said property: (b) join in you bordination or other afterment allocation (b) is an interest of the property of the propert

SEE ATTACHED DESCRIPTION

as Beneficiary,

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

MTC-183033

.., as Trustee, and

in ____KLAMATH____

\$\$1-

76214

Ce

SOUTH VALLEY STATE BANK

WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS TRUST DEED

DANIEL HINCHEE AND THERESA HINCHEE AS TENANTS BY THE ENTIRETY as Grantor, WILLIAM P. BRANDSNESS

regen Trust Dood Series-TRUST DEED.

11249

Vol. M87 Page

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in lee 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 frantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) primarily for frantor's personal family-or bewached purpose (see frapertant Notic-bolow), (b) for an organization, or (even if 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, legatces, devisees, administrators, executors, secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever including pledgee, of the contract fender 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. MIPORTANT NCTICE: Delete, by lining out, whichever warranty (a) or (b) is net applicable. if warranty (a) is applicable and the beneficiary is a creditor as such which a defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUSI comply with the Act and Regulation by making required disclosurat; for this, purpose use Storens-Ness Form No. 1319, or equivalent. If, complexice with the Act is not required, disregard this notice. ×, -DANIEL HINCHEE . ée of. 10 her lag 1th in THERESA HINCHEE abour is a corporation. 2 يم ترويس . 0 STATE OF OREGON, Country of KLAMATH STATE OF OREGON,) #5. This instrument was acknowledged before me on DANIEL HINCHEE & THERESA HINCHEE County of This instrument was acknowledged before me on 19 , by Lynn & Wyellen Note 25 of (SEAL) Notary Public for Oregon My commission expires: 9/17/89 Notary Public for Oregon My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the left owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said find have have been build and assisting. You have be directed on newmant to you of any sume owing to you under the forms of I he undersigned is the legal owner and holder of all indebtedness secured by the foregoing frust 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. Cublick 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 todether with said trust deed) and to reconvey, without warranty to the parties desidented by the terms of said trust deed to you the terms of terms of the terms of the terms of terms of the terms of terms of terms of the terms of terms of terms of terms of the terms of terms said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you harswith 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: ' dastroy this Trust Dood OE THE MOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED (FORM No. 581) STATE OF OREGON, County of I costily that the within instrument was received for record on the day of , 19 Grantor at ______o'clock _____M., and recorded in book/reel/volume Wo.______ on SPACE RESERVED FOR RECORDER'S USE or as tee/tile/instrument/microtilm/reception No...... Beneficiary AFTER RECORDING RETURN TO Record of Mortgages of said County. SOUTH VALLEY STATE BANK Witness my hand and seal of 5215 SOUTH SIXTH STREET County affixed. KLAMATH, FALLS OR 97603 NAME By Deputy >y

11251

0

Lots 3, 11, 12, 13 and 14, Block 3, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



TH

Filed for record at required of	uest of A.D., 19 87	<u>Mortgages</u> on Page <u>11249</u> Evelyn Biehn, County Clerk			
			Ву	TAM Xm	10