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FCRM No. 881—Orogon Trus	Poed Saries—TRUST DEED.	TRUST DEED	Vol. W97	_Page
78551	아니고 얼룩한테는 이렇게 함 많은 아무렇게 즐거지 않는데 하는 아무렇게 즐거지 않는데		and the second of the second o	10 OI herweell
THIS TRU	ST DEED, made this	yho took title a	S. WIL. DALLON.	
as Grantor,	dS. LETIMICAL PROPERTY	TCC		
	COUTH VALLEY STATE	BANK		
as Beneficiary, Grantor in	revocably grants, bargairs, IHCounty, O	WITNESSETT sells and conveys to regon, described as:	o trustee in trust, with	power of sale, the property
in SEI	ATTACHED EXHIBIT "1			

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

sum of SIXTEEN THOUSAND AND NO/100

sum of SIXILEN. IHUUSANU. AND NU/100 The 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 hereof, if

note of even date herewith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereof, if not sooner paid, to be due and payable. AUGUST 25.

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 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the granter without first having obtained the written consent or approval of the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

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

sold, conveyed, assigned or alienated by this instrument is then, at the beneticary's option, all obligations secured by this instrument herein, shall be advise the protect of the security of this trust ceed, drantor without lirst the down described real property is not currently used for agricult he down described real property is not currently used for agricult he down described real property is not currently used for agricult in the control of the security of this trust ceed, drantor agrees.

To protect the security of this trust ceed, drantor agrees:

1. To protect, preserve and maintain said property in one decording on the control of the security of the se

(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 subordination or other agreement affecting this deed or the lien or charge 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 subordination of the property of the following the property of the proper

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the granter or any other person so privileged by ORS 86.753, may cure the default or defaults. It the default consists of a failure to pay, when due, the default of default may be cured by paying the sums secured by the trust deed, the default may be cured by paying the not then amount due at the time of the cure other than such portion as would 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 hold and the default of the default of the default of the defaults. It is a summary to the beneficiary all costs defaults, 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 together with trustee's and altorney's lees not exceeding the amounts provided by law.

together with trustee's and attorney's tees not exceeding the amounts provided 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 be postponed as provided by law. The trustee may sell said property either be postponed as provided by law. The trustee may sell said property either be 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 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 convenant or warranty, express or important the recitals in the deed of my nuatters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including of the fruster and beneficiarry, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein trustee.

the grantor and beneliciary, 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 erasonable charge by trustee cluding the compensation of the trustee with a trust dead, (3) to all persons attorney. (2) to the solidation secured by the trust dead, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trustee deed as their interests may appear in the order of their priority and (4) the 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, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein the successor trustee appointed herein the latter shall be vested with all title, paves and duties conferred upon any trustee had be vested with all title, paves and tuties conferred upon any trustee had be made by written instrumer. Each such appointment and substitution shall be made by written instrumers executed by beneficiary which, when recorded in the mostfage 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 execute acknowledged is made a public record as provided by law. Trustee obligated to notify any party hereto of pending sale under any other configuration of any action or proceeding in which grantor, beneficiary trust or of any action or proceeding in which grantor, beneficiary shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hareunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or sover the United States, a little insurance company authorized to insure title to real or savings and loan association authorized to do business under the lows of Oregon or the United States, or an escrow agent licensed under ORS 696.505 to 696.585.

NOTE: The Trust Deed Act provides that the trustee hareunder 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 little insurance company outhorized to insure title to real provides and loan association authorized to do business under the lows of Oregon or the United States, a little insurance company outhorized to insure title to real provides that the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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The grantor covenants and egrees to and with the beneficiary and those claiming under him, that he is law-fully 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, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plures.

IN WITNESS WHEREOF, said grantor has hereunto set his higher the designed year first above written. IN W.1 1117, 1990 Inning out, whichever warranty (a) or (b) is not explicable; if warranty (b) is explicable and the beneficiary is a creditor as 80th world it defined in the Fruth-in-lending Act and Regulation Z, the longificary MUST comply with the Act and Regulation by making required allowers; for this purpose uso Stevens-Ness Form No. 1319, or equivalent. If compliance, with the Act is not required, disregard this notice. DONALE R. DALTON ROSANA P. DALTON (If the ligher of the above the carporation, use the formed acks and dependent exposite.) STATE OF OREGON, STATE OF OREGON, County of KLAMATH County of ..... This instrument was acknowledged before me on ..... This instrument was acknowledged before me on AUGUST 25 , 19.87, by DONALD R. DALTON AND ROSANA P. DALTON hyndu K Dyllin Notary Public for Oregon Notary Public for Oregon (SEAL) My commission expires: 9/12/89 My commission expires: 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 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 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: Beneficiary not lose or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, TRUST DEED (FORM No. 801) County of ..... I certify that the within instrument was received for record on the day at .....o'clock .... ,M., and recorded Dandied b in book/reel/volume No. ..... on SPACE RESERVED Grantor or as fee/file/instrument/microtilm/reception No....., RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of

MARK STOR

County affixed.

NAME

By ...... Deputy

Bonolicia

AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK

5215 SOUTH SIXTH STREET

KLAMATH FALLS, OR 97603

## EXHIBIT "1" LEGAL DESCRIPTION

That portion of Tract 48 of HOMEDALE, a subdivision of Klamath County, described as follows:

Beginning at a point at the Northeast corner of Tract 48, HOMEDALE; thence South 0 degrees 20' West along the Westerly line of Homedale Road a distance of 171.79 feet; thence North 43 degrees 30' West parallel to Harlan Drive a distance of 139 feet to the Southeasterly line of property described in Deed Volume 326 at page 281; thence North 46 degrees 30' East along said Southeasterly line 119 feet to the Southerly line of Harlan Drive; thence South 43 degrees 30' East along the Southerly line of Harlan Drive a distance of 15.4 feet, more or less to the point of beginning.

STATE OF OREGON, County of Klamath ss.

Filed for record at request of:

Mountain Ti	tle Company	
on this 2n1	_ day of <u>Sept.</u>	_ A.D., 19 <u>87</u>
at <u>4:42</u>	o'clock _P_ M	and duly recorded
in voi. <u>M37</u>	of <u>Mtges</u> .	Page 15959
Evelyn Bi	ehn, County Cl	erk D.
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Fee, \$13.00		Deputy.
166, 513.00		