

79933
25TH 2001H 21X1H 21BEEF
2001H TRUST DEED

MTC-18727

TRUST DEED

Vol. 1487 Page 17759
24TH day of SEPTEMBER 1987

as Grantor, RICHARD R. BATSELL and KATHERINE A. BATSELL
WILLIAM P. BRANDNESS
as Beneficiary, SOUTH VALLEY STATE BANK

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 "A"
LBN2L 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 SUM OF TWENTY THOUSAND AND NO/100 DOLLARS, WITH RIGHTS TO RENEWALS AND FUTURE ADVANCES.

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, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, proper public officials or officers, as well as to pay for filing same in the filing office or offices, as well as the cost of all lien searches made by the beneficiary.
3. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary from time to time requires, in an amount not less than \$100,000.00 FULL AMOUNT.
4. To keep said premises free from construction liens and to pay all charges, become due or delinquent and promptly deliver, and to pay all taxes, assessments, premiums, liens and other charges payable by grantor, assessed against the property, together with interest thereon, with which to pay the amount of any indebtedness secured hereby and in such order as beneficiary may determine, or as option of beneficiary the entire amount so collected, or not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To grant, execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including evidence of title and of this deed, to pay all costs and expenses, including amount of attorney's fees mentioned in this paragraph, and in the decree of the trial court and in the event of an appeal from all cases shall be liable to pay all costs, fees and expenses of this trust.

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount payable by grantor for such taking, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees incurred by it in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

10. To grant, execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed.

11. To grant, execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed.

12. To grant, execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed.

13. To grant, execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed, and to execute and deliver to the beneficiary, with full power of attorney or otherwise, all such powers, authorities and assignments as may be necessary to carry out the purposes of this trust deed.

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.

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)

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 WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Richard R. Batsell
Katherine A. Batsell

STATE OF OREGON
County of KLAMATH

This instrument was acknowledged before me on SEPTEMBER 24, 1987, by RICHARD R. BATSELL and KATHERINE A. BATSELL

Notary Public for Oregon
My commission expires 9/12/89

Notary Public for Oregon
My commission expires

REQUEST FOR FULL RECONVOYANCE
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: 9/24/87
Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED
SEE VLL FORM No. 1071B11
STEVENESS LAW PUB. CO., PORTLAND, ORE.
RICHARD R. BATSELL
KATHERINE A. BATSELL
Grantor
SOUTH VALLEY STATE BANK
Beneficiary
AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK 5215 SOUTH SIXTH STREET KLAMATH FALLS, OR 97603
STATE OF OREGON, County of ... I certify that the within instrument was received for record on the ... day of ... at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as fee/file/instrument/microfilm/reception No. ... Record of Mortgages of said County. Witness my hand and seal of County affixed.

17761

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lots 15 through 18 in Block 6, ST. FRANCIS PARK, in the County of Klamath, State of Oregon, described as follows:

Beginning at the Northwest corner of Lot 18 of Block 6 in St. Francis Park and running thence South along the West line of said Lot, 46 feet 8 inches to an iron pin which marks the true point of beginning; thence East to an iron pin on the East line of Lot 15 in said Block 6 which is 46' 8" South from the Northeast corner of said Lot 15; thence South along the East line of said Lot 15 a distance of 46' 8" to an iron pin; thence West to an iron pin on the West line of Lot 18 which is South along said West line a distance of 46' 8" from the point of beginning; thence North along the West line of said Lot 18 to the point of beginning, all being the center 46' 8" of Lots 15 through 18 in Block 6 in St. Francis Park.

R.B.
K.A.B.

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Company

on this 30th day of Sept. A.D. 19 87
at 12:46 o'clock P.M. and duly recorded
in Vol. M82 - of Mtges. Page 17759

Evelyn Biehn, County Clerk

By R.M. Smith

Deputy.

Fee, \$20.00