M No. 881-Oregon Trust Deed Series-TRUST DEED.	TRUST DEED		_Page <b>139</b>
TWEET LATE AND A LATE	28TH day of		, 19 <u>87.</u> , between
		<u>; by the∈entiret</u>	yrae. 
Grantor, MELVIN D: FERG	<u>UŞUN</u>	anse (Cremencere of	Municipalities was constrained
SOUTH VALLET S	1015. POIN.	บะสู้จ การกระบุราย	en volunas No. On si sechin / marta
	ins, sells and conveys to	trustee in trust, wit	h power of sale, the property
County grantor intevocably granto, and a second sec	r, Oregon, described as:	Service Contraction of the service o	flly Belt fle within metrument ed for recom in the day
SEE ATTACHED EXHIBIT "A" M	ADE A PART HERETO	anarory -	al strand
LISTICE DEBD			
So not have as sections that that they the MO:		erzą lo him diatak isi adurelle.	nen beleen versioose oost ve conte
Be not loss as acceled that shart goest 25 124 and		1. 1. 1.	in Totta
		• • • • • • • • • • • • • • • • • • •	e thereunto belonging or in anywise
ogether with all and singular the tenements, now or hereafter apportaining, and the rents,	hereditaments and appurtena issues and profits thereof and	all fixtures now or here	after attached to or used in connec- perein contained and payment of the
FOR THE PURPOSE OF SECURIN	IG PERFORMANCE of each	00 WITH R	IGHTS TO FUTURE ADVANCES
AND RENEWALS	ciary or order, and made by g	rantor, the tinal paymen	4 OF PI
note of even date herewith, payable to believe not sooner, paid, to be due and payable The date of maturity of the debt secur becomes due and payable. In the event the becomes due and payable or alienated by the	red by this instrument is the c within described property, or	late, stated above, on wil any part thereof, or any beingd the written C	uch the final installment of said hold interest therein is sold, agreed to b onsent or approval of the beneficiar
sold, conveyed, assigned antion all obligation	ons secured by this mistrumen	and the second second	
The above described real property is not	currently used for agricultural, in	onsent to the making of any	y map or plat of said property; (b) join any restriction thereon; (c) join in ar
To protect the security of this trust of 1. To protect, preserve and maintain said p and repair: not to remove or demolish any building int to commit or pertnit any waste of said property. To complete or restore promptly and i 2. To complete or restore promptly and in- manner, any building or improvement which may be meaning thereon, and pay when due all costs incurses	or improvement thereon; thereon n good and workmanlike grant	ee' in any reconveyance ma	be described as the person of person recitals therein of any matters or facts shi thereof Trustee's fees for any of t
desirey ca and the still laws ordinances, res	ulations, covenants, condi-	nclusive proof of the truth es mentioned in this paragrap 10. Upon any default by ithout notice, either in po	ulness thereof. I take to the the take of take
join in executing such fighters, may require and to t	bay for filling same in the i	and nort thereof. in its	own name sue or otherwise conclusion the sam
by filing officers or searching agencies the maintain i	nsurance on the buildings less	tost upon any indebtedness	s secured hereby, and in such order as be
and such other less than \$	payable to the latter; all colle eliciary as soon as insured; insur from the soon as insured;	ction of such rents, issues a ance policies or compensation erty, and the application or	and taking possession of said property, nd prolits, or the proceeds of fire and off n or awards for any taking or damage of release thereof as aloresaid, shall not cure default hereunder or invalidate any act do
It the grant the the heneficiary at least three	placed on said buildings, purs or's expense. The amount	uant to such notice. 12. Upon delault by gra	intor in payment of any indebtedness secu any agreement hereunder, the beneficiary n
the beneficiary him is or other insurance policy collected under any line or other insurance policy ciary upon any indebtedness secured hereby and i ciary upon any indebtedness secured hereby and i	may be applied by final deci n such order as beneficiary deci tire amount so collected, or even application or release shall in the	are all sums secured hereby at the beneficiary at his elec- equity as a mortgage or dire equity and sale. In the l	ction may proceed to loreclose this trust d ect the trustee to loreclose this trust deed latter event the beneliciary or the trustee b
act done pursuant to such notice.	uction liens and to pay all to her	sell the said described rea eby whereupon the trustee s	I property to satisfy the obligation security the time and place of sale, give no hall fix the time and place of sale, give no hall fix the time and place this trust deed
taxes, assessments and other cary part of such the against said property before; any part of such the charges become past due or delinquent and prom charges become past the denotor bail to make pa	axes, assessments and therefor the ofly deliver receipts therefor the syment of any faxes, assess-	13. After the trustee ha	as commenced loreclosure by advertisement days before the date the trustee conducts
ments; insurance, including beneficiary; byo direct payment, or by, providing beneficiary; make, such payment, beneficiary may, at its opt make, such payment, and with interest, at the rate	set forth in the note secured sur	delault or defaults. If the one secured by the trust dee	delault consists of a failure to pay, when ed, the delault may be cured by paying of the cure other than such portion as w
trust deed, without waiver of any rights arising trust deed, without waiver of any rights arising	from breach of any of the bei erest as aforesaid, the prop- ob	ng cured may be cured by	tendering the performance required under ny case, in addition to curing the defaul
erty hereinbelore described, as well as the grat	ent of the obligation herein an intely due and payable with to	ether with trustee's and atto	rney's lees not exceeding the amounts pro-
out notice, and the internet by this trust deed imme render all sums secured by this trust deed. constitute a breach of this trust deed.	this trust including the cost be	postponed as provided by	law. The trustee may sell said property e parcels and shall sell the parcel or parce
of title search as well as the enforcing this obligation in connection with or in enforcing this obligation fees actually incurred.	or proceeding purporting to th	an denver so sold, but with	hout any covenant or warranty, express of
altect the security rights of the beneficiary or action or proceeding in which the beneficiary or any suit for the foreclosure of this deed, to pa any suit for the foreclosure of the beneficiary's of	trustee may appear, including of y all costs and expenses, in- the trustee's attorney's less; the	the fruthfulness include, m e grantor and beneficiary, m 15. When trustee sells	purchase at the sale. pursuant to the powers provided herein, to
any suit for the foreclosure of the beneficiary's or cluding evidence of title and the beneficiary's or anount of attorney's fees mentioned in this par- liked by the trial court and in the even of an decree of the trial court, grantor further agrees pellate court shall adjudge reasonable as the b pellate court shall adjudge reasonable as the b	to pay such sum as the ap- eneliciary's or trustee's attor-	torney, (2) to the obligatio	in secured by the trust deed, (3) to all p uent to the interest of the trustee in the
ney a real of mutually agreed that: It is mutually agreed that:	i said property shall be taken si	eed as their interests may a urplus, il any, to the granto urplus.	r or to his successor in interest entitled to from time to time appoint a successor or s
right, if it so elects, to require that all or any right, if it so elects, to require that all or any as compensation for such taking, which are in as compensation for such taking and alton	portion of the monies payable excess of the amount required mey's fees necessarily paid or the bondiniary and	ors to any trustee named ne nder. Upon such appointme rustee, the latter shall be ve son any trustee herein named	ent, and without conveyance to the suc ested with all title, powers and duties con d or appointed hereunder. Each such appoint
to pay all reasonable control proceedings, shal incurred by grantor in such proceedings, shal applied by it first upon any reasonable costs an applied by it first upon any reasonable costs an both in the trial and appellate courts, necessar both in the trial and appellate source of balance of	I be paid to benchmer's lees, a d expenses and attorney's lees, a ily paid or incurred by bene- applied upon the indebtedness with articlass	hich, when recorded in the	mortgage records of the county or count shall be conclusive proof of proper appoint
ficiary in such procession of grantor agrees, at its own secured hereby; and grantor agrees, at its own and execute such instruments as shall be nec	essary in obtaining such com-	17. Trustee accepts 1	this trust when this deed, duly executed blic record as provided by law. Trustee
9. At any time and from time to time 9. At any time and from time to time liciary, payment of its fees and presentation endorsement (in case of full reconveyances, for endorsement (in any person for the payment of	of this deed and the note for	rust or of any action or pre	ceeding in which grantor, beneficiary or action or proceeding is brought by trustee.

140

		140 -
The grantor covenants and ag fully seized in fee simple of said desc	rees to and with the beneficiary o ribed-real-property-and has-a va	and those claiming under him, that he is law- lid, unencumbered-title thereto
and that he will warrant and forever	defend the same against all per	sons whomsoever.
4.1.75 multi-table size of final distances of the second state	<ul> <li>Diff. On neuropartic single sharps in the second sec</li></ul>	A present and the second se
being and the second	Martin	
(b) for an organization, or (even if the back of the b	is of the loan represented by the above MAXIX XX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	wenzwierch zeier z. ness or commercial purposes.
secured hereby, whether or not named as a b gender includes the teminine and the neuter,	eneficiary herein. In construing this dee and the singular number includes the plu	eir heirs, legatees, devisees, administrators, executors, e holder and owner, including pledgee, of the contract d and whenever the context so requires, the masculine iral. and the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, which not applicable; if warranty (a) is applicable and t as such word is defined in the Truth-In-Lending beneficiary MUST comply with the Act and Regu disclosures; for this success for the Act and Regu	hever warranty (a) or (b) is X he beneficiary is a creditor	an Ausel B. SHERRILL
If compliance with the Act is not required, disrego the same state and the same state of the same state of the same state the same state and the same state of the same state of the same state of the same of the baby is a comparison of the state state		R. SHERRILL
use the form of acknowledgement opposite.) STATE OF OREGON, County of <u>KLAMATH</u>	Ss. County of	The second seco
This instrument was acknowledged be DECEMBER 28 1987 by TERRY D. SHERRILL AND JANET R. SHERRILL	lore me on This instrument was 19byas	acknowledged before me on
(SEAL) N. D	Dregon Notary Public for Oreg	수업 사람은 사람들은 것은 것 같은 것 같은 것은 것은 것 같은 것 같은 것 같은 것 같
	3-9/ My commission expire	Andrean (An All Andrean Angelen) and an angelen (Angelen) and an angelen (Angelen) and an angelen (Angelen) an Angelen (Angelen) angelen (Angelen) angelen (Angelen) angelen (Angelen) angelen (Angelen) angelen (Angelen) ang Angelen (Angelen) angelen (Angelen) angelen (Angelen) angelen (Angelen) angelen (Angelen) angelen (Angelen) ang
To: OF C The undersigned is the legal owner and	Apple be used only when obligations have been a structure of the production of the structure and a structure of the structure of the structure of the structure of the structure of the structure and the structure of the structure of the structure holder of all independences are structured.	Alexandra (1996), en al tras lignadas a al tras al graficadas en 1992 - Alexandra (1997), en al tras al tras al tras al graficadas 1993 - Martin Martin, en al tras al tras al tras al tras al tras al tras al 1993 - Martin Alexandra (1993), en al tras al
said trust deed or pursuant to statute, to can herewith logether with said trust deed) and to estate now, held by you under the same. Mail	reconvey, without warranty, to the na	o you of any sums owing to you under the terms of ed by said trust deed (which are delivered to you rities designated by the terms of said trust deed the
Prin Mult Sole (68) (2006) doi: one-secure universation (2007) DATED: (2007) (20	Harris and prulies to real and all thrus	AR ARE OL TRADUCE PRODUCE AND A CONTRACT
Do not lose or destroy this Trust Deed OR THE NOT	E which is secures. Both must be delivered to the	Bonoficiary trustee for cancellation before reconveyance will be made.
	<u>n</u>	
TRUST DEED	ADE A PART HERETO	STATE OF OREGON, County of
Control of the complete straining water and the complete straining	SPACE RESERVED	was received for record on the
2001IC AVEFEA	FOR IVIE 814 Arecorder's use	page or as fee/file/instru- ment/microfilm/reception No, Record of Mortgages of said County. Witness my hand and seal of
AFTER RECORDING RETURN TO SHE'S SOUTH VALLEY, STATE BANK SC 1 5215 SOUTH SIXTH STREET	287H - DEL ILL AND JANET R. SHERTIN SE SINPLE AS LEDAR? 177	County affixed.
KLAMATH FALLS OR \$97603	UNUST DEED	By

FORM He, and worked a first burner series without below

## EXHIBIT "A"

## DESCRIPTION OF PROPERTY The following described real property situate in Klamath County, Oregon:

141

Lots 1, 2, 3, 4 and 5 in Block 106, Klamath Addition to the City of Klamath Falls, EXCEPT THEREFROM any portion of Lot 5 conveyed to the City of

PARCEL 2:

particularly described as follows:

An irregular tract of land located in Government Lots 3 and 10, Section 32, Township 38 South, Range 9 East of the Willamette Meridian, more Commencing at the East quarter corner of Section 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 69°36' West a distance of 38.1 feet to a point on the Southeasterly line of Kinlock St.; thence South 38°56' West along said Southeasterly line of Kinlock St. a distance of 16.47 feet to the true point of beginning; thence South 10°46<sup>1</sup>/<sub>2</sub> West 246.59 feet, more or less, to its intersection with the Westerly line of Fifth Street in Klamath Falls, Oregon, if extended; thence North 51°04' West a distance of 116.51 feet, more or less, to the intersection of said Westerly line of Fifth St. and the Southeasterly line of Kinlock St; thence North 38°56' East a distance of 217.33 feet, along the said Southeasterly line of Kinlock St., to the point of beginning. EXCEPTING that part lying Northerly of the South line of South Fifth Street.

Beginning at the intersection of the centerline of Fifth Street and the Southeasterly line of Kinlock Street, as shown on the plat of Klamath Addition to the Town of Linkville, now Klamath Falls, on file in the office of the County Clerk, Klamath County Courthouse; thence North 51°04' West along said centerline, a distance of 19.0 feet to a point, said point being the point of tangency of a curve concave to the East and having a radius of 30.00 feet, a radial line to said point bearing South 38°56' West; thence Northerly along said curve a distance of 47.12 feet to a point on the Southwesterly line of Lot 6, Block 106 of said Klamath Addition, a radial line to said point bearing North 51°04, West; thence South 51°04, East along the Southwesterly line of said Lot 6 to the Southwest corner of said Lot 6; thence North 38°56' East, a distance of 19.06 feet along the Southeasterly line of said Lot 6 to a point on the Southerly right of way line of the Klamath Falls-Lakeview Highway as relocated, said right of way being on a curve concave to the North having a radius of 316.48 feet and a central angle of 25°28'23"; thence Southeasterly along said curve right of way line a distance of 49 feet, more or less, to its intersection with the Southeasterly line of Kinlock Street; thence South 38°56' West along said Southeasterly line a distance of 86 feet, more or less, to the

Beginning at the most Southerly corner of Lot 6, Block 106 of Klamath Addition to the Town of Linkville; thence North 51°04' West along the Southwesterly line of said Lot 6, a distance of 14.00 feet to a point; thence North 38°56' East a distance of 7.42 feet to a point on a curve concave to the North having a radius of 316.48 feet, a radial bearing to said curve at said point being South 00°50'10" West; thence Easterly along said curve, a distance of 18.21 feet to a point on the Southeasterly line of said Lot 6, a radial bearing to said curve at said Point being South 2°27'39" East; thence South 38°56' West along said Southeasterly line a distance of 19.06 feet to the true PARCEL 3: Commencing at the Northwest corner of Section 3, Township 39 South, Range 9 E.W.M., Klamath County, Oregon, and running thence South 0°001' East 826.8 feet, more or less, along the West line of said Section 3 to its intersection with a line parallel to and 75.0 feet distant from (when measured at right angles to) the center line of Klamath Falls-Lakeview Highway (also known as South Sixth Street); thence South 55°521' East, parallel to said center line of South Sixth Street; 601.2 feet, more or less, to the true point of beginning of this description; thence North 34°071' East a distance of 175 feet; thence North 55°52; West 126 feet; thence South 34°07; West 175 feet; thence South 55°521' East 126 feet to the point of beginning.

line.	A.D., 19 88 of	MATH: ss. Valley State Ban at <u>12:36</u> Mortgapes	k Delock <u>P</u> M., and d on Page 139 Evelyn Biebe	the5t	ĥ
\$20.00		<del>o-ojua</del>	on Page 139 Evelyn Biehr By	1. County Glerk	<u>M88</u>
				- Amila	a
				इन्ह्या	

A tract of land situated in Lot 6, Block 106 of Klamath Addition to the Town of Linkville, now Klamath Falls, described as follows:

