FORM No. CBI -Oragon Trust Deed Series-I	I JST IX ID.	设计 计原则 机器的 化增加离子	STEVENS-NESS LA	W PBB.CO. FORTEN
×	103	TRUST DEED	Vol. M88_P	age 1539 @
THIS TRUST DEED.	made this CLOUGH, III	8TH	JANUARY	, 19.88, between
		이 물건이 가지 못하는 것 같은 것 같은 것 같이 많이		
as Grantor,MELVIN	D: FERGUSON		and the second	, as Trustee, and
	VALLEY STATE	BANK	in the second	ះខ្សះចុះ រដ្ឋ ខេត្ត 👘 👘
as Beneficiary,		WITNESSETH:	a da transmissione en la construcción. Anglé de la construcción en la construcción de la construcción de la construcción de la construcción de la const	
Grantor irrevocably gr in <u>KLAMATH</u>	ants, bargains, s County, Ore	ells and conveys to tru	stee in trust, with power	
EO			
	물 것을 잘 알 알 같 것 같	전철로 실상 관련되는 사람들을 들		

Consistent with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appurtaining, and the rents, issues and profits thereof and all tixtures 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 ETVE UNNOFF THOUGHED AND NO (100

sum of FIVE HUNDRED_THOUSAND AND NO/100 _____WITH RIGHTS TO FUTURE ADVANCES

Soud, conveyed, assigned or alienated by the grantor without first herein, at the beneliciary's option, all obligations secured by this inst herein, at all become immediately due and payable. The above described real property is not currently used for agricult T. Protocol the scenario of this trust deed, grantor affects: The convertes or restore property in sood condition and the converte or testore property. The deed of grantor affects: The convertes or restore property in first deed, grantor affects: The convertes or restore property. The deed of grantor deed of grantor without a grant or the converte or restore property. The deed of grantor without affects of convertes or restore property. The deed of grant or without any uset of a sid property in sood condition of convertes or restore property. The beneficiary so request, to find the deed of grantor without a side of the beneficiary or request, to find the deed of grant to the find the deed of grant to t

(a) consent to the making of any map or plat of said property; (b) join in any carsent or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed of the property. The frances in any reconveyance may be destributed any matters or lates shall be conclusive proof of the truthulness thereol, if any matters or lates shall be conclusive proof of the truthulness thereol, and the provide the property. The strates in any reconveyance may be destributed any matters or lates shall be conclusive proof of the truthulness thereol, and the proof, and the proof, and the proof of any matters or lates shall be conclusive proof of the truthulness the proof of any matters or lates shall be conclusive proof of the truthulness to head or any matters or lates shall be conclusive proof of the truthulness to head or any matters or lates shall be conclusive proof of the truthulness to head or any matters or lates shall be conclusive proof of the truthulness to head or any matters or lates shall be conclusive proof of the structure beneficiary may at any fine without notice, either in person, by agent or by a receiver to be appointed by a court, and without refar upon and take possession of said property or any part thereoil of one any upon and take possession of said property is upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such are bissues and profits, or the proceeds of the and other and other property, and the collection needs ites and the any any taking or damage of the property, and the such or out of notice.
pursuant to rubice of delault hereunder or invalidate any act done property, and the application or release thereof an aloresaid, shall not care or waite and belief.
pursuant to such are bissing and profits or the proformance of any approced to foreclose this trust deed in quity as a morigage or direct the trustee to foreclose this trust deed in the shel

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, the grantor or any other persons so privileged by ORS 86.753, may cure the delault or delaults. If the delault consists of a failure to pay, when due, sums secured by the trust deed, the delault may be cured by paying the entire amount due, at the time of the cure other than such portion as would not then be due had no delault occurred. Any other delault that is capable of being cured my the cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the delault osts and expenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred in enforcing the obligation of the trust deed by indexpenses actually incurred the delaute of the delaute of the obligation of the trust deed by indexpenses actually and the sale shall be held on the date and its the delaute of the

together with trustees 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 be postponed as provided by law. The trustee may sell said property either in one process or in separate parcels and shall sell the parcel or parcels at function 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 to sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthuluness thereol. Any person, excluding the trustee, but including the grantor and beneliciary, 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, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded items subsequent to the interest of the trustee in the trus-deed as their interests may appear in the order of their priority and (4) the surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

deed as their interests and over the big successor in interest entities a surplus, it any, to the grantor or to his successor in interest entities a surplus. I.6. Beneliciary may from time to time appoint a successor or successor for any structee named herein or to any successor frustee appointed herein under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the nortiske records of the county 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 executed and acknowledged is made a public record as provided by law. Trustee is not obligated to motify any party hereto of pending sale under any other deed of trust 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.

1540

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attamey, who is an active member of the Oregon State Bar, a bank, trust company or sovings and loan association authorized 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 subsidiaries, utifiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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KLAMATH F		7603	월 문문 물 송	RA DEED	NAME	TITLE



EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly

Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 10; thence Northerly, along the division line between Sections 9 and 10, a distance of 398.0 feet to a point; thence South 89 degrees 33' 15" East a distance of 62.53 feet, more or less, to the East boundary line of Washburn Way, being the True Place of Beginning: thence Northerly along the East boundary line of Washburn Way a distance of 350.0 feet: thence South 89 degrees 15" East a distance of 300.0 feet; thence Southerly along a line thence South 89 degrees 331 parallel to the East boundary of Washburn Way a distance of 350.0 feet; thence North 89 degrees 33' 15" West a distance of 300.0 feet to the point of beginning, as shown on survey by Dortch-Gredel and Associates, filed in the office of the Klamath County Surveyor on November 7, 1975, as recorded Survey No. 2182.

PARCEL 2:

SAVING AND EXCEPTING THEFEFROM the South 190 feet thereof.

A tract of land situated in the NW1/4 of the NW1/4 of Section 10,

Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point that is East a distance of 30 feet and North O degrees 34' West a distance of 398 feet from the Southwest corner of the NW1/4 of the NW1/4, said point being the Southwest corner of said parcel in Deed Volume M73, page 10206; thence East along the South line of said parcel 300 feet, being the Southeast corner of said Deed and the true point of beginning; thence continuing East 322.30 feet; thence North 0 degrees 34! West 350 feet; thence West 322.30 feet to the Northeast corner of said parcel in Deed Volume M73, page 10206, thence Southerly along the Easterly line of said parcel 350 feet more

EXCEPTING THEREFROM that portion awarded to Charles W. Pickett, et al, by judgment filed May 2, 1984 in Klamath County Circuit Court Case No.

	STATE OF OREGON: COUNTY OF KLAN	MATH: ss.				
9 - ELLER	Filed for record at request of South	Valley State	e Bank			
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