215 20 64 247 8 EET KLENATE 4 249 2001 THIS TRUST DEED made this

TRUST DEED 25TH 0:00

Vol. NE Page 2787

as Grantor, NELVIN D. FERGUSON

THIS TRUST DE ED made this 25TH day of JULY 19.85 TENANTS BY THE ENTIRETY

19:85 between

SOUTH VALLEY STATE BANKS CHOCK

, as Trustee, a and comme

as Beneficiary,

WITNESSETH:

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

LOT 14 OF BLOCK 2 LAWANDA HILLS, TRACT NO. 1002, ACCORDING TO THE OFFICIAL PLATFIC THE COUNTY CLERK OF KLAMATH COUNTY, OREGON: STATE OF OMECON.

44 doner this Challed Childreng has have the first find with the contract to the finite by resolution belon extinct will be increased.

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 LITTU DICUTE TO ENTINE ADVANCES AND of ONE HUNDRED THERTY THOUSAND AND NO/100 ----- WITH RIGHTS TO FUTURE ADVANCES AND

secontes aus anny payanes. In the event provided of the described property, or any part turcot, or any interest interest is told, agreed to the control of the beneficiary's option, all obligations of the payable. The provided of the beneficiary's option, all obligations of the payable provided by the statement, irresponding to the beneficiary's option, and payable. The provided provided by the statement of the payable provided by the payable provided by the statement of the payable provided by the statement of the payable provided by the statement of the payable provided by the p

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It is mutually agreed that:

8. In the event that any portion or till of said property shall be taken under the right of eminent domain or condeausation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monite payable as compensation for such taking, which are in excess of the emount required to pay all reasonable costs, expenses and altorney's fees necessarily paid or applied by grantor in such expenses and altorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appellate sounds costs and expenses and attorney's fees, ficiary in such proceedings, and excessarily paid or incurred by beneficiary in such proceedings, and expenses applied upon the indebtedness and executed such instruments afters, at its own expense, to take such actions-pensation, promptly upon beneficiary's request.

See the payable of the payment of time upon written request of beneficiary payment of its fees and presentation of this deed and the note for endorsement (in case of full recoverances, for carcellation), without allecting the liability of any person for the payment ct this indebtedness, trustee may (a) consent to the making of any map or plut of said property; (b) join in

lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this frust deed in the manner provided in ORS 86.735 to 86.735.

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, and at any time prior to 5 days before the date the trustee conducts the sale, the granter or any other persons on privileged by ORS 86.753, may cure as the dealult or delaults. It the dealult consists of a failure to 97, when due, entire amount due at the time default consists of a failure of 97, when due, entire amount due at the time default on the cure other than such portion as would be given then be due had no delault occurred. Any other delault from a swould be greated may be cured by be cured by the cure other than such portion as would obligation or trust deed. In any case, in addition to curing the default or obligation or trust deed. In any case, in addition to curing the default or default, the person effecting the care shall pay to the beneficiary and costs to default with trustee's and attorney's tees not exceeding the amounts provided by law. A continue of the cure of the continue of the continue of the continue of the cure of the cu

surplus, if any, to the feanter or to his excessor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successor to the successor trustee appointed herein or to any successor trustee appointed herein trustee, the latch appointment, and without conveyance to the successor trustee appointment, and with all title powers and duties conferred upon any trustee herein named or appointed the eventuel. Each such appointment upon any trustee herein named or appointed so the county or counties in the successor trustee. It is not successor trustee accepts this trust when this deed, duly executed and other successor trustee.

acknowledged is made a public record as provided by law. Trustee and acknowledged is made a public record as provided by law. Trustee is not trusted to notify any party hereto of pending sale under any other deed of trustee shall be a party unless such action or proceeding in which figantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee bereunder must be alther an attor or savings and loan association authorized to do but hess under the laws of Oregon property of this state, its subsidiaries, affiliates, igents or branches, the United States attorney, who is an active member of the Oregon State Bar, a bank, trust company regon or the United States, a title insurance company authorized to insure title to real tales or any agency thereof, or an escrow agent licensed under ORS 676.505 to 696.585.

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fully seized in fee simple of sa	and agrous to and with id described real prope	n'the beneficiary and those claimin orty and has a vulid, unancumbere	(under him, that he is law-
The product of the control of the co	eng of the notice thanks therefore the state of the control of the	and an interpretation of the control	the section of the se
and that he will warrant and	forever defend the san	ie against all persons whomsoever.	the state of the s
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History from his action.		The factors of the control of the co	the analysis that the boldings we among the state of the
The second of th	the control of the first of the second of the first of the control	The state of the s	The state of the s
The grantor warrants that the standard warrants warrants that the standard warrants	proceeds of the loan repres	ented by the above described note and th XXIII DISTANCE TO BUILD THE ARROWN MARKET Person) are for business or commercial pr	is trust deed are:
personal representations to, inures to	the benefit of and binds	Harastan L. IV Ship with 100 cont groups	State Sentrates are walking
the leminune and the	neuter, and the singular new	when in a line deed and whenever the	Ontext so requires 45-
	JF, said grantor has h	ereunto set his hand the day and ye	ar first above written.
not applicable; if warranty (a) is applicable as security and is defined in the	of, whichever werranty (a) or ((b) is Series US	Che
beneficiary MUST comply with the Act or disclosures; for this purpose uso Stevens-Ni If compliance with the Act is not required.	a vogolation by watting tool	vired Order (Jellen
(If the signs of the chove is a corporation, use the term of acknowledgement opposite.)	The Control of the Co	The state of the s	The second secon
STATE OF OREGON,	The state of state of the state	The control of the co	
County of KLAMATH		TATE OF OREGON,) ss.
This instrument was acknowled JULY 25 1, 19 85 by PERRY L. WELKER AND	ged before me on T	his instrument was acknowledged before r	ne on
PAULETTA Z. WELKER	as the state of the state of the state of	A har the profits A har the integral begins the section of the se	Section and restrictions of peace
(SEAL) - Notary	ASO Public for Occion	Part of the second seco	The state of the s
My commission expires:		fary Public for Orogon commission expires:	(SEAL)
Same and sam	der derd, 15-aut dans bed stands and provided in 1 and stands and provided in 1 and stands	The state of the second of the	Carried Control of Carried Control
	To be used only when	oppliations have peen baid.	
The undersigned is the legal owns	r and holder of all indebtes	ee Para San San San San San San San San San Sa	The state of the s
said trans deed or pursuant to statuto,	to cancel til evidences of	ted, on payment to you of any sums ow	a. All sullis secured by said
estate now held by you under the same.	Mail reconvey without we	rrenty, to the parties designated by the	terms of said trust deed the
DATED: [10.70] objection with any type of	outs team and brooks the	teol 4 ig 511 likitates vobl 61 veiesuses uti Suntis volvess and con 1775 deserves	multiple grass in cruises
Do not loss or destroy this Trust Dood OR TH	E NOTE which to a sure	Beneficiary Be delivered to the trustee for tencellation before	
		ar De Colleged to the trustee for cancellation before	reconveyance will be made.
TRUST DEED		STATE OF OR	EGON.
STEVENS-NESS LAW PUB CO. PORTLAND, ORE.		COLUMN COUNTY of	Klamath ss.
Guidor rus se are gradis 2 m bull fil	ary as, Fill and con aun Chigon describ	was received for a configuration of	record on the 26th day
Grant	or SPACE RE	er 11:24o'clo in book/reel/volu	tk A.M., and recorded
Of STATE OF	FO RECORDE	R'S USE ment/microfilm/	or as fee/file/instru- reception No. 84713
Beneticia	20	Record of Mortgo Witness n	ages of said County. ny hand and seal of
SOUTH VALLENTSTATE BANKSHOP	KH (AN ST DETER	County effixed.	HE SUPERIOR TO THE
5215 SOUTH SIXTH STREET KLAMATH TALLS, OR 97603	Fee: \$10.00	NAME /	County Clerk
Total and Track and Indiana and Indiana and Indiana		<i>by</i>	Deputy Deputy