

Vol. 7788 Page 15779

as Beneficiary,

WITNESSETH:

as Beneficiary, WITNESSETH:
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" BY THIS REFERENCE MADE A PART HERETO.

(PROPERTY ADDRESS IS 5327 S 6TH ST, KLAMATH FALLS OR 97603)

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 ONE HUNDRED FIFTEEN THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory

FOR THE PURPOSE OF THE FOLLOWING: ONE HUNDRED FIFTEEN THOUSAND AND NO/100-----
sum of ----- 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
not sooner paid, to be due and payable -----, 19 92
by this instrument is the date, stated above, on which the final installment of said note
and any interest therein is sold, agreed to be

note of even date herewith, payable to beneficiary NOVEMBER 15, 1992, on which the final installment of said note not sooner paid, to be due and payable. 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 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

1. 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; and permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

[illegible]

beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance hereby and in such order as beneficiary may determine, or may be released to grantor. Such application of proceeds shall not cure or waive any default or notice of default hereunder invalidate any part hereof pursuant to such notice.

[illegible]

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.

To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's attorney's fees, the including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph is not subject to any judgment or award of the trial court and in the event of an appeal, the appellant shall be liable for the amount of attorney's fees mentioned in this paragraph. The trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of the beneficiary, payment of its dues 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 (a) consent to the making of any map or plat of said property; (b) join in

granting any emsement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be the conclusive proof of the truthfulness thereof. Trustee's fees for any of the above mentioned services shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or with respect to such payment and/or performance, the beneficiary may exercise all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary or the trustee shall execute and cause to be recorded after the beneficiary's default and his election to sell the said property, his written notice of default and his election to sell the said property, the trustee shall proceed to satisfy the obligation secured hereby when required by law and in the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

proceeded to foreclose this trust deed in accordance with ORS 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 person so provided by ORS 86.753, may cure the default or defaults. If the default or defaults are cured by paying the sums secured by the trust deed, the debt shall be paid in full and no further sums due had no default occurred. Any other sum required in addition to the sums due had no default occurred may be cured by tendering the amount in addition to curing the default or defaults, the person electing to cure shall pay to the beneficiary all costs, fees and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided above.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale of the trustee may sell said property either be postponed as provided herein or the trustee may sell the parcel or parcels in one or more separate parcels and shall sell the parcel or parcels of the property to the highest bidder for cash, payment in kind or as required by law conveying said deliver to the purchaser without any covenant or warranty, express or implied, and the property so sold shall be sold without any further proof of the truthfulness thereof. Any purchase of the sale shall be binding on the trustee and the purchaser of the sale.

15. When trustee sells pursuant to the payment of (1) the expenses of sale, including the cost of advertising, (2) the obligation secured by the trust deed, and (3) the having recorded liens subsequent to the date of the recording of the trust deed, the trustee 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.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment there shall without conveyance to the successor trustee, the said trustee hereby named or appointed heretofore by beneficiary, and substitution shall be made by written records of the county or counties in which, when recorded in the public records, it shall be conclusive proof of proper execution of this deed as so stated, shall be conclusive proof of duly executed and

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 notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, 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 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:
(b) for an organization, or (even if 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 plural.

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

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of KLAMATH } ss.

This instrument was acknowledged before me on
NOVEMBER 16, 1988, by
E. A. CAREY AND BETTE CAREY

(SEAL)

Notary Public for Oregon

My commission expires: 6-12-92

STATE OF OREGON,

County of } ss.

This instrument was acknowledged before me on
19____, by
as
of

Notary Public for Oregon

My commission expires:

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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: _____, 19____

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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

E. A. CAREY

BETTE CAREY

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK

5215 S 6TH ST

KLAMATH FALLS, OR 97603

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, 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.

NAME

TITLE

By _____

Deputy

19781

E A AND BETTE CAREY
 LOAN NO. 300726 TO STOCKMAN'S SOCIAL CLUB
 NOVEMBER 16, 1988

EXHIBIT "A"
 LEGAL DESCRIPTION

PARCEL 1:

A portion of the Southwest Quarter Northeast Quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point in the North right of way line of the Dalles-California Highway, which lies North 89 degrees 21' East a distance of 1158.8 feet and North 0 degrees 46' West a distance of 30 feet from an iron plug in the pavement, which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, running thence North 89 degrees 21' East along the North right of way line of said Highway 150 feet; thence North 0 degrees 46' West 95 feet; thence South 89 degrees 21' West parallel with the North line of the Highway, 150 feet; thence South 0 degrees 46' East 95 feet, more or less, to the place of beginning.

Tax Account No.: 3909 002AC 08100

PARCEL 2:

A portion of the Southwest Quarter Northeast Quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies North 89 degrees 21' East a distance of 1308.8 feet and North 0 degrees 46' West a distance of 125 feet from an iron plug in the pavement which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, running thence North 0 degrees 46' West 94.4 feet, more or less, to the Southeast corner of Tract No. 86, of Pleasant Home Tracts No. 2; thence South 89 degrees 21' West along the South line of said Tract No. 86, 150 feet; thence South 0 degrees 46' East 94.4 feet; thence North 89 degrees 21' East 150 feet to the place of beginning.

EXCEPT FROM the above described parcels that portion lying within the right of way of South 6th Street.

Tax Account No.: 3909 002AC 08000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 21st day
 of Nov. A.D., 1988 at 4:03 o'clock P.M., and duly recorded in Vol. M88,
 of Mortgages on Page 19779

Evelyn Biehn, County Clerk

FEE \$18.00

By D. Biehn