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 20N THIS TRUST DEED made this 13TH day of JULY, 1989, between  
 LEWIS DODSON AND JUDITH L. DODSON, HUSBAND AND WIFE  
 as Grantor, WILLIAM P. BRANDSNESS, as Trustee, and  
 SOUTH VALLEY STATE BANK, 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.  
 TRUST 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 SIX HUNDRED THOUSAND AND NO/100

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, it  
 not sooner paid, to be due and payable JUNE 30, 1990 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.

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.

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 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.  
 3. To comply with all laws, ordinances, regulations, covenants, conditions,  
 and restrictions affecting said property; if the beneficiary so requests, to  
 join in executing such financing statements pursuant to the Uniform Commercial  
 Code as the beneficiary may require and to pay for filing same in the  
 proper public office or offices, as well as the cost of all lien searches made  
 by filing officers or searching agencies as may be deemed desirable by the  
 beneficiary;  
 4. 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 not less than \$ FULL AMOUNT written in  
 companies 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 or for any reason to procure any such insurance and to  
 deliver said policies to the beneficiary at least fifteen days prior to the expiration  
 of any policy 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 policy may be applied by beneficiary  
 upon any indebtedness secured hereby and in such order as beneficiary  
 may determine, or at option of beneficiary the entire amount so collected, or  
 any part thereof, may be released to grantor. Such application or release shall  
 not cure or waive any default or notice of default hereunder or invalidate any  
 act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all  
 taxes, assessments and other charges that may be levied or assessed upon or  
 against said property before any part of such taxes, assessments and other  
 charges become past due or delinquent, and promptly deliver receipts therefor  
 to beneficiary; should the grantor fail to make payment of any taxes, assessments,  
 insurance premiums, liens or other charges payable by grantor, either  
 by direct payment or by providing beneficiary with funds with which to  
 make such payment, beneficiary may, at its option, make payment therefor,  
 and the amount so paid, with interest at the rate set forth in the note secured  
 hereby, together with the obligations described in paragraphs 6 and 7 of this  
 trust deed, shall be added to and become a part of the debt secured by this  
 trust deed, without waiver of any rights arising from breach of any of the  
 covenants hereof and for such payments, with interest, as aforesaid, the prop-  
 erty hereinafter described, as well as the grantor, shall be bound to the  
 same extent that they are bound for the payment of the obligation herein  
 described; and all such payments shall be immediately due and payable without  
 notice, and the nonpayment thereof shall, at the option of the beneficiary,  
 render all sums secured by this trust deed immediately due and payable and  
 constitute a breach 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, 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 this deed, to pay all costs and expenses, in-  
 cluding evidence of title and the beneficiary's or trustee's attorney's fees; the  
 amount of attorney's fees mentioned in this paragraph 7 in all cases shall be  
 fixed by the trial court and in the event of an appeal from any judgment or  
 decree of the trial court, grantor further agrees to pay such sum as the ap-  
 pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-  
 ney's fees on such appeal.

It is mutually agreed that:

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 required  
 to pay all reasonable costs, expenses and attorney's fees necessarily paid or  
 incurred by grantor in such proceedings, shall be paid to beneficiary and  
 applied by it first upon any reasonable costs and expenses and attorney's fees,  
 both in the trial and appellate courts, necessarily paid or incurred by ben-  
 efiary in such proceedings, and the balance applied upon the indebtedness  
 secured hereby; and grantor agrees, at its own expense, to take such actions  
 and execute such instruments as shall be necessary in obtaining such com-  
 pensation, promptly upon beneficiary's request.

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

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 676.505 to 676.585.

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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: Deeds, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (c) 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.

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on July 13, 1989, by Lewis Dodson and Judith L. Dodson.

DEBRA L. WETLE, Notary Public for Oregon, My Commission Expires 9-8-90.

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on July 13, 1989, by Lewis Dodson and Judith L. Dodson.

DEBRA L. WETLE, Notary Public for Oregon, My Commission Expires 9-8-90.

REQUEST FOR FULL RECONVEYANCE

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 Lewis Dodson, 5215 South Sixth Street, Klamath Falls, Oregon 97603.)

DATED: July 13, 1989.

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. 1319) EXHIBIT

STEVENSON LAW FIRM, P.C., PORTLAND, ORE.

LEWIS DODSON, Grantor

JUDITH L. DODSON, Grantor

SOUTH VALLEY STATE BANK, Beneficiary

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the 19th day of July, 1989, at 2 o'clock P.M., and recorded in book/reel/volume No. 13161 on page 1, or as fee/file/instrument/microfilm/reception No. 13161, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By DEBRA L. WETLE, Notary Public for Oregon, My Commission Expires 9-8-90.



## EXHIBIT A

Parcel 1: Beginning at the Northeast corner of Lot 9, ELM PARK, in Klamath County, Oregon; thence North 0°53' West 246.95 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 55°55' West 93.57 feet) a distance of 93.63 feet; thence South 0°05' East 300.63 feet to a point on the North line of said lot; thence North 89°06' East 80.87 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2: Beginning on the North line of Lot 9, ELM PARK, in Klamath County, Oregon, at a point which is 80.87 feet South 89°06' West from the Northeast corner of said Lot; thence North 0°05' West 300.63 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 65°25' West 143.05 feet) a distance of 143.29 feet; thence South 0°05' East 362.19 feet to a point on the North line of said Elm Park; thence North 89°06' East 130.01 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3: Beginning on the North line of ELM PARK, in Klamath County, Oregon, at a point which is 210.88 feet South 89°06' West from the Northeast corner of Lot 9, ELM PARK, thence South 89°06' West 170.52 feet to a point; thence North 0°05' West 400.59 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left to a point which is North 0°05' West 362.19 feet from the point of beginning; thence South 0°05' East 362.19 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER with easement dated April 13, 1979 from W.M. and Ruth E. Raymond to Willard R. Lilly, MD PC, Money Purchase Pension Plan Trust, covering drainage pipe across southern border of grantors property.

LEWIS DODSON  
JUDITH L. DODSON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 19th day  
of July A.D., 19 89 at 11:39 o'clock A.M., and duly recorded in Vol. M89  
of Mortgages on Page 13160.

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Mickelson