83

TRUST DEED

Vol.m89 Page 23764

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|----------------|---------------|---------------------|--------------|--|-------------------------|
| THIS TRUST DEL | ED, made this | AIH CE              | of CTONGOLL. | AS TENANTS BY  | THE ENTIRETY            |
| ALPHONS        | O C. CIUNGULI | AND PHARLENG        | 0. 010       | Selection atomes   |                         |
|                |               |                     |              | The second secon | Av 80 - 100 - 100 - 100 |

as Grantor, WILLIAM P. BRANDSNESS

as Beneficiary,

WITNESSETH: The state of the s Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property त्रीकृष्णे सार्वा र कर्ने कर्ना वार्ता होते । सम्बन्धी होता । सम्बन्धी विकास स्थापित । यह सम्बन्धी वार्ता । विद्यासारी होता । सम्बन्धी in .....KLAMATH ..........County, Oregon, described as:

LC7 2, BLOCK 50, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON:

sum of INCRILI SEVEN INJUDANU FIVE MUNDRED AND NU/IUU

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 DECEMBER 5., 19.93 WITH FIGHTS TO FUTURE advanCes 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 ecomes 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 gruntor without tirst having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the gruntor without tirst having obtained the written consent or approval of the beneficiary, solton, 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 dead (senter account)

becomes due and payable. In the event the grantor without this individual, and the beneficiary's option, all obligations societed by this instruction, at the beneficiary's option, all obligations societed by this instruction, and the beneficiary of the security of this trust deed, grantor agrees:

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 renove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly any be constructed, damaged or destroyed thereon, and property and the said property.

3. To complete or restore promptly any be constructed, damaged or destroyed thereon, and property and costs incurred therefor.

3. To complete inaucing statements pursuant to the Uniform Commercial or established inaucing statements pursuant to the Uniform Commercial or proper public office or offices, as well as the cost of all fine scarcies made to proper public office or offices, as well as the cost of all fine scarcies made to proper public office or offices, as well as the cost of all fine scarcies made to proper public office or offices, as well as the cost of all fine scarcies made to the beneficiary may feoritime to time require, in and such other hazards as a beneficiary may foor time to time require, in an amount necessary to the scarcies of the scarcies

It is mutually agreed that:

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, it is o elects, to require that all or any partion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorny's the necessarily paid or insured by granter in such proceedings, shall be paid to beneficiary and incurred by granter in such proceedings, so that the paid to beneficiary and point in the trial and appellate courts, necessarily paid or insured by the point in the trial and appellate courts, necessarily paid or insured by being both in the trial and appellate courts, necessarily paid or insured by the both in the trial and appellate courts, necessarily paid or insured by the secure of the indebtedness secured hereby; and granter agrees, at its own expense, to take such actions secured hereby; and granter agrees, at its own expense, to take such actions persation, promptly upon beneficiary's request.

9. At any time and from time to this deed and the note for incompanies of the investment of the investmen

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The feather of the property. The strength of the strength of the property. The strength of the

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 essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to proceed the trust deed by in equity as a mortgage or direct the trustee to proceed the trust deed by advertisement and sale, or may direct the trustee to proceed the trustee any other right or remedy, either at law or in equity, wheth the beneficiary may have. In the event the trustee shall execute and cause to be recorded his written notice of default and his election to self the said described real property to satisfy the obligation and his election to self the said described real property to satisfy the obligation and his election to self the said described real property to satisfy the obligation and his election to self the said described real property to satisfy the obligation in the manner provided in OES 86.735 to 86.795.

13. After the trustee shall lix the time and place of sale, give and the time of the cure of the trust deed to the familion of trust deed. The default consists of a failure to pay, when due the default or defaults. If the default consists of a failure to pay, when due the default or default of the default or the total the time of the cure other than such portion as would entire amount due, at the time of the cure other than such portion as would being cured may be cured by tendering the performance required under the obligation of trust deed. In any case, in addition to curing the default of the default or the beneficiary all costs defaults, the person effecting the cure shall pay to the beneficia

together with trustee's and attorney's lees not exceeding the amounts provided together with trustee's and attorney's lees not exceeding the amounts provided by law. Id. 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 place designated in one parcel or in separate parcels and shall sell the parcel parcels at in one parcel or in separate parcels and shall sell the parcel parcels at mostion to the highest-bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required law conveying shall deliver to the purchaser its deed in form as required law conveying the property so sold, but without any covenant or warranty, express or impossible. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, frustee fall apply the proceeds of sale to payment of (1) the expenses of sale, inshall apply the proceeds of sale to payment of (1) the expense of sale, shall apply 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 person attorney, (2) to the obligation secured by the trust deed, (3) to all person attorney, (2) to the obligation or or his successor in interest entitled to such surplus, if any, to the frantor or to his successor in interest entitled to such surplus. If any to the frantor or to his successor in interest entitled to such surplus.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. Benediciary may from time to time appoint a successor or successors to any trustee manned herein or to any successor trustee appointed herein or to any successor trustee appointed herein and the successor trustee. The latter shall be vessed with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by pricitien instrument executed by beneficiary, and substitution shall be made by pricitien instrument executed by beneficiary of the successor trustee. The property is situated, shall be conclusive proof of proper appointment of the successor 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.

active member of the Oregon State Bar, a bank, trust company states, a title insurance company authorized to insure title to real teleof, or an escrow agent licensed under ORS 696.305 to 696.385. NOTE: The Trust Deed Act provides that the truster, hermander must be either an attorer sovings and loon association authorized to do business under the lawk of Oregon property of this state, its subsidiaries, affiliates, agants or branches, the United States

| 사람 등 등 등 등 등 가는 것이 되는 것은 말을 하는 것이 되었다. 그 사람들은 함께 하는 것이 가장 없는데 함께 함께 함께 하는 것이 되었다.  | The transfer of the subsection   | Y grant and a state of the stat |
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| The grantor covenants and  |  |  |
| fully seized in fee simple of said   | described real pro   | ith the beneficiary and those claiming under him, that he is law-<br>operty and has a valid, unencumbered title thereto  |
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| and that he will warrant and for   | ever defend the s  | ame against all persons whomsoever.  |
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| MAN RADE SHEET HE PROPERTY AND THE PROPE | Keeds of the loan rej<br>KALKIKKK KKKKKA   | crasented by the above described note and this trust deed are:   |
| (/V To) for an organization, or (eve   | ı if grantor is a natu   | is WANNOS (Stationary Water below)  rel person) are for business or commercial purposes.   |
| This doed continued  |  | 그런 사람들은 그 가는 사람들이 함께 통해 있다는 그들이 가장 되었다. 그는 그는 그들은 그는 그를 모르는 것이 되었다.  |
| secured hereby, whether or not named a   | assigns. The term be   | ds all parties hereto, their heirs, legatees, devisees, administrators, executors,<br>meticiary shall mean the holder and owner, including pledgee, of the contract<br>in construing this deed and whenever the contents.  |
| o the remains and the net  | rer, and the singular  | number includes the plurel   |
| IN WITNESS WHEREOF   | , said grantor ha  | s hereunto set his hand the day and year first above written.  |
|  |  |  |
| * IMPORTANT NOTICE: Delete, by lining out, not applicable; if warranty (a) is applicable as such ward is defined in the Touth  | which ever v/arranty (a  | er (b) is  |
| as such word is defined in the Touch to I  | and the beneficiary is   | creditor APHONSO C #TTOMORY  |
| disclosures: for this purpose use Clauses at   | regulation by making   | required Maller Longe  |
| If compliance with the Act is not required, cli  | regard this notice.  | MARKENE J. CIONGOKI  |
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| (if the signer of the above is a corporation, use the form of acknowledgement opposite.)   | la la karanan da ada a<br>Lagar da lamana da ada a   |  |
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| (SEAL)   | 72-92  | My commission expires: (SEAL)  |
| (SEAL)   | REQUEST  | My commission expires: (SEAL)  FOR FULL RECONVEYANCE   |
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| The undersigned is the legal owner trust deed have been tully paid and satisfaction trust deed or pursuant to statute, to harewith together with said trust deed) an estate now held by you under the same. A DATED:  Do not lose or destroy this Trust Deed OR THE STEVENS. NESS LAW PUB. CO. POSTLAND. ONE  ALPHONSO C. CIONGOLI  MARLENE J., CIONGOLI  Grant SOUTH VALLEY STATE BANK  | REQUEST  To be used only  and holder of all indical. You hereby are  Cancel all evidence I to reconvey, without  Lail reconvey without  All reconvey are  SPA  SPA  REC  | If the second services:  (SEAL)  (SEAC)  (SEAC |
| The undersigned is the legal owner trust deed have been tully paid and satisfaction to statute, it has been tully paid and satisfaction to statute, it has been trust deed an estate now held by you under the same. The DATED:  Do not lose or destroy this Trust Deed OR THE STEVENS. NESS LAW PUB. CO. PORTLAND. ONE.  ALPHONSO C. CIONGOLI  MARLENE J., CIONGOLI  Grant SOUTH VALLEY STATE BANK  | REQUEST  To be used only  and holder of all indical. You hereby are  Cancel all evidence I to reconvey, without  Lail reconvey without  All reconvey are  SPA  SPA  REC  | Wy commission expires:  (SEAL)  (Second by said county of the second by said differed to you under the terms of said trust deed the counts of said trust deed (Mich are delivered to you under the terms of said trust deed the counts of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed the counts of said trust deed the counts of said trust deed the co |
| The undersigned is the legal owner trust deed have been fully paid and setted said trust deed or pursuant to statute, it harewith together with said trust deed) an estate now held by you under the same. A DATED:  Do not lose or destroy this Trust Deed OR THE TRUST DEED  [FORM No. 881]  STEVENS-NESS LAW PUB. CO. FORTLAND. ORE  ALPHONSO C. CIONGOLI  MARLENE J., CIONGOLI  Grant SOUTH VALLEY STATE BANK  Beneficial  | REQUEST  To be used only  and holder of all indical. You hereby are  Cancel all evidence I to reconvey, without  Lail reconvey without  All reconvey are  SPA  SPA  REC  | If the second services:  (SEAL)  (SEAC)  (SEAC |
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| TO:  The undersigned is the legal owner trust deed have been fully paid and satisficated the said trust deed or pursuant to statute, it harewith together with said trust deed) an estate now held by you under the same. A DATED:  Do not lose or destroy this trust Deed OR THE FIGURE No. 881]  STEVENS-NESS LAW PUB. CO. PORTLAND. ONE  ALPHONSO C. CIONGOLI  MARLENE J., CIONGOLI  SOUTH VALLEY STATE BANK  Beneficial  AFTER RECORDING RETURN TO.  SOUTH VALLEY STATE BANK   | REQUEST  To be used only  and holder of all indical. You hereby are  Cancel all evidence I to reconvey, without  Lail reconvey without  All reconvey are  SPA  SPA  REC  | Wy commission expires:  (SEAL)  (Second by said county of the second by said differed to you under the terms of said trust deed the counts of said trust deed (Mich are delivered to you under the terms of said trust deed the counts of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed (Mich are delivered to you under the terms of said trust deed the counts of said trust deed the counts of said trust deed the co |