

19.90, between

as Trustee, and

Year	Actual (%)	Projected (%)
1950	7.5	-
1955	8.0	-
1960	8.5	-
1965	9.0	-
1970	9.5	-
1975	10.0	-
1980	10.5	-
1985	11.0	-
1990	11.5	-
1995	12.0	-
2000	12.5	12.5
2005	-	13.0
2010	-	13.5
2015	-	14.0
2020	-	14.5
2025	-	15.0
2030	-	15.0
2035	-	15.0
2040	-	15.0
2045	-	15.0
2050	-	15.0

WITNESSETH:

County, Oregon, described as:

MOUNTAIN TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not extended it for validity and sufficiency or as to its effect upon the title to any real property that may be described therein.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOURTEEN THOUSAND AND NO/100 Dollars with interest thereon according to the terms of a promissory

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.

and repair; not to remove or use any waste of said property.
not to commit or permit any waste of said property.
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 in the execution of such covenants, conditions and restrictions;
3. To comply with all laws relating to said property; if the beneficiary so requests, to
obtain and pay for all necessary fire and theft insurance; to comply with all
provisions and restrictions affecting said property; if the beneficiary so requests, to
join in executing such laws, covenants, conditions and restrictions pursuant to the Uniform Commercial
Code and any other law; if the beneficiary may require and to pay for filing same in
any 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.
to continuously maintain insurance on the building.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against fire or damage by fire and such other hazards as the said beneficiary may from time to time require, in an amount not less than \$ FULL AMOUNT, written by competent and acceptable to the beneficiary, with loss payable to the beneficiary; policies of insurance shall be delivered to the beneficiary as soon as insured; if this grantor shall fail or any reason whatsoever to deliver to the beneficiary such policies of insurance now or hereafter placed on said building, the beneficiary may procure the same at grantor's expense. The beneficiary shall collect under any fire or other insurance policy which may be collected by beneficiary upon any indebtedness secured hereunder the entire amount so collected, or may determine, or it option of the beneficiary the entire amount so collected, or any part thereof, may be paid to grantor. Such application or release shall not lapse pursuant to any default or notice of default hereunder or invalidate any other part 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.

7. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, of the beneficiary or trustee's attorney; the burden of evidence of title and the beneficiary or trustee's attorney's fees shall be on the beneficiary or trustee in all cases shall be on the beneficiary or trustee in the event of an appeal from any judgment or decree of 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:

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 any portion of the monies payable as a compensation for such taking, which are in excess of the amount required to pay reasonable costs, expenses and attorney's fees necessary and incurred by grantor in such proceedings, be paid to beneficiary, and attorney's fees, applied by it first upon the costs, expenses and attorney's fees, and then, both in and out of the appellate courts, necessarily paid or incurred by beneficiary, in and out of the appellate courts, and the balance applied upon the monies secured hereby; and grantor agrees, at its expense, to take such actions and execute such documents as may be necessary in obtaining such compensation as may be awarded upon beneficiary's request.

9. At any time and from time to time upon written request of Beneficiary, 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 plan of said property; (b) join in

granting any easement 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 conclusive proof of the truthfulness thereof. Trustee's fees for any of the above shall not be less than \$5.00.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by the court, without regard to the adequacy of any security for payment of the debt, take possession of and sell, lease, convey, or otherwise dispose of any business hereby secured, upon and take possession of said property, and any part thereof, in its own name sue or be sued, and apply the same, issues and profits, including those past collection, including reasonable attorney's fees and expenses of collection, including reasonable costs and expenses of sale, and in such order as beneficiary's less than indebtedness secured hereby, and in such order as beneficiary may determine.

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.

[illegible][illegible]

1d. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale, at the time to which said sale may be postponed by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcels in such manner as to produce the highest price for the property to be sold. The trustee shall deliver to the purchaser of the property in the form as required by law conveying said property to the purchaser, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive and not subject to dispute. The trustee shall execute the deed, but including the truthfulness thereof. Any purchase at the sale.

15. When trustee shall proceed to sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable fee to the attorney, (2) to all persons attorney, (2) to the obligation secured by the interest of the trustee in the trust having recorded item subsequent to the date of their priority and (4) the deed as their interest appear in the order of their priority and (4) the surplus, the trustee shall have the right to time to time appoint a successor or successors.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein under. Upon such appointment, the trustee, the said successor or successors shall have all the powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument of the beneficiary, in which the person so appointed or substituted shall be conclusive proof of proper appointment of a successor trustee. This deed 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 is or may be directly or indirectly 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.

94 MAR 1964

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 _____

This instrument was acknowledged before me on _____, 19____, by _____

Notary Public for Oregon

(SEAL)

My commission expires: _____

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on 11/15/90, by FRANK P. DREW AND DONALD R. CRANE as PRESIDENT AND SECRETARY of ROSS RAGLAND THEATER

Notary Public for Oregon

My commission expires: 11/15/92

(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. 1381)

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

ROSS RAGLAND THEATER

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO:

SOUTH VALLEY STATE BANK
801 MAIN STREET
KLAMATH FALLS, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____

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

By _____

TITLE

Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2 and 7, Block 10, ORIGINAL TOWN in the City of Klamath Falls, Oregon, and the following described strip of land off the Easterly side of Lot 3, Block 10, ORIGINAL TOWN in the City of Klamath Falls, Oregon, to wit:

A strip of land 10.00 feet wide East and West and measured parallel with Pine Street and 90.00 feet long, measured from the Northeast corner of said Lot 3 and parallel with 7th Street and also an easement over a strip of land 5.00 feet wide and 90.00 feet long lying along and on the Westerly side of the said above-described 10.00 foot strip, the measurements as before being parallel with the streets mentioned.

Tax Account No: 3809 032AB 06200 (covers other property)
3809 032AB 06600

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in the NW1/4 NE1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 10, ORIGINAL TOWN in the City of Klamath Falls, Oregon; thence Southwesterly along the Easterly property line of said Block 10, 76.95 feet to its intersection with the Southeasterly centerline prolongation of a common wall; thence Northwesterly along said centerline 22.27 feet to an angle point in the centerline of said common wall; thence Northerly along said centerline 4.22 feet to an angle point in the centerline of said common wall; thence Northwesterly along said centerline 6.00 feet to its intersection with the centerline of a common wall; thence Northeasterly along said centerline 74.10 feet to the Southwesterly right-of-way line of North 7th Street; thence Southeasterly along said right-of-way line 31.34 feet to the true point of beginning.

ROSS RAGLAND THEATER

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 16th day
of March A.D., 19 90 at 1:46 o'clock P.M., and duly recorded in Vol. M90,
of Mortgages on Page 4909.
Evelyn Biehn County Clerk
By Pauline Mulvender

FEE \$18.00