FCRM No. 881—Oregon Trust Deed Serie	TRUST DEED.	25年,中国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国	COPYRIGHT 1986 STEVENS-NESS L	
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THIS TRUST DEI	D, made this 27TH	day of	APRIL /	, 1990, between
velale a substitution KENN	ETH S. A. COONEY	AND MARIA COONEY	. HUSBAND AND WIFE	
as Grantor, WILL				, as Trustee, and
SOUT	H VALLEY STATE BA	NK		
as Beneficiary,	Contracts of the	WITNESSETH:	n in the second of the second	
Grantor irrevocably in KLAMATH			tee in trust, with power	of sale, the property
 installation of the control of the con				The state of the state of the state of
LOTS 10 AND 11, BLO IN THE COUNTY OF KLA	CK_209 MILLS SECO	ND ADDITION TO T	HE CITY OF KLAMATH	FALLS,

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all fixtures now or herealter 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

au gree of new at 19 fe greet many in 1919. Andir melyen is encoure made Word you know his time etchief you reduce it may

sum of FIFTY THOUSAND AND NO/100 ----- (\$50,000.00)-----

------Bollars, 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 hereot, it not sooner paid, to be due and payable NOVEMBER 5, 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.

nerein, 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 allecting said property; it the beneficiary so requests, to
join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling 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.

3. To provide and continuously maintain insurance on the buildings
row or hereafter erected on the said premises against loss or damage by fire

join in executing such imancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling 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 insurence 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 3. [In the premise of the premise 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 3. [In the premise of the beneficiary with loss payable to the blanch of the premise of 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 tail or, any reason to procure any such insurance and to deliver adid policies to the beneficiary at least litteen days prior to the expiration of any policy of incurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any, line 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 notices free from construction liens and to pay all taxes, assessment and other charges that may be levied or assessments and other charges that may be levied or assessment and other charges that may be levied or assessment and other charges that may be levied or assessment and other charges that may be levied or assessment with the colliquent and promptly deliver receipts the

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 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 heneficiary 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 compensation, promptly upon beneficiary's request.

9. At any time and from time to the payment of the deed and the note for endorsement (in case of the second proceedings) or 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 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 frantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereol. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security or the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the ratio, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any 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 line 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 the property, and the application or release thereof as aforesaid, shall not cure of usive 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 to the second of the sec

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 heneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary flow the payment and/or performance, the heneliciary may declare all sums secured his election may proceed to foreclose this trust deed and the self-dear that he self-time and proceed to foreclose this trust deed or the self-dear that he self-time and great the self-time and the self-dear truste to the self-dear truste to ordered the self-dear truste to self-dear truste to the self-dear truste to self-dear truste truste truste truste truste truste self-dear truste truste self-dear truste self-dear truste self-

together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. 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 be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed ol any matters of fact shall be conclusive proof of the trustfulness threed. Any person, excluding the trustee, but including the granter and beneliciary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale including the compensation of the trustee and a reasonated chaffe by trustees attorney, (2) to the obligation secured by the trust of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, it is may, too the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successor to the trustee.

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

16. Benediciary may from time to time appoint a successor to any trustee named herein or to any successor trustee appointed herein deep any successor trustee, the latter shall be vested with all title, powers and duies conferent and substitution shall be made by written instrument executed by benediciary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 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, war savings and loon association authorized to do business under the lows of Oregon or the property of this state, its subsidiaries, affiliates, agents or branches, the United States or any Who is an active member of the Oregon State Bar, a bank, trust company the United States, a title insurance company authorized to insure title to read ny agency thereof, or an escrow agent licensed under ORS 605.055 to 696.585.

The security covenants and agrees to and with	h the beneficiary and those claiming under him, that he is law-
fully seized in fee simple of said described real prop	erty and has a valid, unencumbered title thereto
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and that he will warrant and forever defend the sa	me against air persons who have
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This deed applies to, inures to the benefit of and bin personal representatives, successors and assigns. The term be	ds all parties hereto, their heirs, legatees, devisees, administrators, executors neficiary shall mean the holder and owner, including pledgee, of the contrac on In construing this deed and whenever the context so requires, the masculing
sender includes the teminine and the neuter, and the singular	THE TRUE THE PARTY OF THE PARTY
IN WITNESS WHEREOF, said grantor ha	is hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a	a) or (b) is X G creditor KENNETH S. A. COUNTY
not applicable; if warranty (a) is applicable and the beneficiary is as such word is defined in the Truth-in-Lending Act and Regulation	ion Z, the v //// A
as such word is defined in the Act and Regulation by making beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevens-Ness Form No. 1319, or elf compliance with the Act is not required, disregard this notice.	equivalent. MARIA COONEY Maria
If compliance with the Act is not required, distributions and act is not required, distributions and act is not required.	la gart / fllasee (Dor)
(If the signer of the above is a corporation, use the form of acknowledgement opposits.)	
	STATE OF OREGON,
STATE OF OREGON,	SIATE OF UREGOT, Ss. County of
County of REAMATH	This instrument was acknowledged before me on
May 4 - 2 19 90 by	Land 19 And Land State S
Kernetth S. A. Cooney by Maria Cooney	25 (8.5 (6.1 (6.1 (6.1 (6.1 (6.1 (6.1 (6.1 (6.1
his attorney in fact	
Notary Public for Oregon	Notary Public for Oregon (SEA
(SEAL) My commission expires: 2-12-91	My commission expires:
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The state of the s	nly when obligations have been paid. A part of the first of the part of the pa
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trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evidences and trust deed or pursuant to statute, to cancel all evidences.	indebtedness secured by the toregoing trust deed. All sums secured by sa are directed, on payment to you of any sums owing to you under the terms ences of indebtedness secured by said trust deed (which are delivered to y ithout warranty, to the parties designated by the terms of said trust deed in a and documents to
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DATED:	and the state of t
	Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it secu	eres. Both must be delivered to the trustee for cancellation before reconveyance will be made.
THE PROPERTY FOR THE PROPERTY OF THE	STATE OF OREGON,
	County of Klamath
STEVENS-NESS LAW PUB, CO., PORTLAND, ORE.	I certify that the within instrume was received for record on theIth. d
KENNETH S. A. COONEY	of Max, 19
The state of the s	at 9:59 o'clock A.M., and record in book/reel/volume No
MARIA COONEY Grantor	page 8588 or as fee/file/inst
I SE SECOND OF THE PROPERTY AND THE SECOND	ment/microfilm/reception No. 9:59
SOUTH VALLEY STATE BANK	Record of Mortgages of said County. Witness my hand and seal
SOUTH VALLEY STATE BANK Beneficiary	Record of Mortgages of said County. Witness my hand and seal County affixed.
AFTER RECORDING RETURN TO	Witness my hand and seal County affixed.
Beneficiary	Witness my hand and seal