gentrer fire i wit fand die jest meint je nerent, flash must de believe feriene fer emittelier

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 DATE HUNDED THE VERTICAL AND THE PURPOSE OF SECURING PERFORMANCE PERFORMANCE OF SECURING PERFORMANCE OF SECURING PERFORMANCE PERFOR

ONE HUNDRED TWELVE THOUSAND TWO HUNDRED TWENTY NINE AND 16/100'S**

sum of the converged and payable and payable of the deep secured by this instrument is the date, stated above, on which the linal installment of said note becomes due and payable. In the event the within described property, or any part thereof, or approval of the beneficiary of the deep secured by this instrument, the linal payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note the date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note 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 tirst having obtained the written consent or approval of the beneficiary, of the security of this trust deed stanter agree.

To protect the security of this trust deed stanter agree.

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 therein 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 therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions altecting said property; if the beneficiary so requests, to tions and restrictions altecting 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 liling officers or searching agencies as may be deemed desirable by the beneficiary.

join in executing such financing statements pursuant to the Uniform Commercial Code as the beneliciary may require and to pay for liling same in the proper public office or offices, well as the cost of all lien searches made proper public office or offices, well as the cost of all lien searches made by liling officers or searching agencies as may be deemed desirable by the beneliciary or provide and continuously maintain insurance on the buildings of the proper public office of the beneliciary, may from time to time require, in and such other hazards as the paneligary, may from time to time require, in an amount not less the othe beneliciary, with loss payable to the latter all companies acceptable to the beneliciary, with loss payable to the latter all companies acceptable to the beneliciary, with loss payable to the latter all companies acceptable to the beneliciary, with loss payable to the latter all companies acceptable of the beneliciary, with loss payable to the latter all companies acceptable of the beneliciary at least litteen days prior to the search of the search of

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, beneliciary shall have the right, if it so elects, to require that all or any portion of the monies payable right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in property and resonable costs, expenses and attorney's lees necessarily paid or opay all reasonable costs, expenses and expenses and attorney's lees, applied by it lirst upon any reasonable costs and expenses and attorney's lees, possible to the said of the payable to the payable that the payable that the property is and applied to the payable that the payable that

granting any casement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge frantee in any reconveyance may be described as the "person or persons frantee in any reconveyance may be described as the "person or persons frantee in any reconveyance may be described as the "person or persons it persons to the conclusive proof of the truthtulness thereol. Trustee's lees for any of the conclusive proof of the truthtulness thereol. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

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 a court, and without ener upon and the possession of said propertie indebtedness hereby secured, ener upon and take possession of said property or any part thereol, in the past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as beneficiary may determine upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire and other insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereol as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 sesence with respect to such payment and/or performance, the beneficiary may sesence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an advertisement and sale, or may direct the trustee to pursue any other tight or advertisement and sale, or may direct the beneficiary may have. In the event remedy, either at law or in equity, which the beneficiary dects to foreclose by directed the written only the trustee shall execute and cause or be recorded his written notice of default and his, election to sell the said described real property to satisfy the obligation and his, election to sell the said cause of the second of the sale of the sell of

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's less not exceeding the amounts provided by law. 4. 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 be postponed as provided by law. The trustee may sell said property either he postponed in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel or in separate parcels and shall sell the time of sale. Trustee shall deliver to the purchaser its deed in form a carrianty, express or instead of the trustee in the purchaser its deed in form and the property so sold, but without any covernat or warranty, express or insplied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thercol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase it the sale.

15. When trustee sells pursuant of the powers provided herein, trustee shall apply the proceeds of sale to grant the space.

15. When trustee sells pursuant of the powers provided herein, trustee shall apply the proceeds of sale to grant and a reasonable charge by trustee's saltorney, (2) to the obligation accured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear 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 trom time to time appoint a successor or successor trustee appointed herein or to any successor trustee appo

of the successor trustee.

of the successor trustee.

T. 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 sovings and loan association authorized to do business under the laws of Oregon or the United States, a stille 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:

(a)* primarily for grantor's personal, family or household purposes (see Important Notice below), ZZCZYŁ ŁŚŚŚCZYCZ ŁŚŚŚŚŚŚ ŁŚŚŚ karka karka karka karka kinaka kinaka karka kark 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 teminine 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. X Frances R. Hage FRANCES R. HAGER (If the signer of the above is a corporation, use the form of acknowledgement apposite.) STATE OF OREGON, STATE OF OREGON. County of Klamath County of ... This instrument This instrument was acknowledged before me on 1990, by lenn DESIGN PUBLICATION Public for Oregon Notary Public for Oregon AL) General Commission expires: 9-8-90 (SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 and a control that remains the base of the state of the control of the control of the control and and the control of the contr DATED: Beneficiary not lose or destroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be r TRUST DEED STATE OF OREGON, THIS REFERENCE WADE A WAR County of STEVENS-NESS LAW PUB. CO., PC I certify that the within instrument was received for record on the day Cistorial decirebat sec GLENN-ERIC HAGER bette steel best side to terretory FRANCES R. HAGER SPACE RESERVED in book/reel/volume No. on FOR page _____ or as fee/file/instru-SOUTH VALLEY STATE BANK ment/microfilm/reception No..... RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO MAKE SOUTH VALLEY STATE BANK 801 MAIN ST. KLAMATH FALLS, OR 97601 ESTAL DEED

The W1/2 SE1/4 NW1/4 of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. TOGETHER WITH an easement for roadway purposes more particularly described as follows:

An easement sixty (60) feet in width lying thirty (30) feet on each side measured at right angles, situate in Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, of the centerline which is more particularly described as follows:

Beginning at a point on the Northwesterly right of way line of that certain county road know as "Old Fort Road", from which the center one-quarter corner of said Section 22 bears North 84 degrees 26' 06" West, 1041.44 feet; thence from said POINT OF BEGINNING North 50 degrees 03' 34" West, 9.54 feet; thence along the arc of a 830.00 foot radius curve to the left (Delta = 17 degrees 46' 53", Long Chord = North 58 degrees 57' 00" West, 256.55 feet) 257.59 feet; thence North 67 degrees 50' 27" West, 64.34 feet; thence along the arc of a 800.00 foot radius curve to the right (Delta = 06 degrees 59' 19", Long Chord = North 64 degrees 20' 48" West, 97.52 feet) 97.58 feet; thence North 60 degrees 51' 08" West, 317.03 feet; thence along the arc of a 1400.00 foot radius curve to the right (Delta = 07 degrees 18' 32", Long Chord = North 57 degrees 11' 52" West, 178.47 feet) 178.59 feet: thence North 53 degrees 32' 36" West, 283.39 feet to a point on the East line of the E1/2, SE1/4, NW1/4 of said Section 22 and the end of this easement, said point being further described as being North 00 degrees 46' 35" East, 523.49 feet from said center one-quarter corner of Section 22.

ALSO TOGETHER with the right to exercise right of ingress and egress over the Southwesterly 30 feet of that property described as Parcel 1 in Warranty Deed from Richard L. Young and Donna D. Young to James J. Bellet and Sherry A. Bellet, dated February 26, 1982, recorded February 26, 1982 in Volume M82, at page 2485.

AND ALSO TOGETHER WITH a perpetual nonexclusive easement to use a strip of land 60 feet in width, the centerline of which is located as follows across the property of the Grantor:

Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at a point on the East line of the E1/2 SE1/4 NW1/4 of said Section 22, from which the center one-quarter corner of said Section 22 bears South 00 degrees 46' 35" West 463.01 feet; thence from said 22 bears South 00 degrees 46' 35" West 463.01 feet; thence point of beginning North 38 degrees 27' 34" West 268.51 feet; thence point of beginning North 38 degrees 27' 34" West 268.51 feet; thence along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right (Delta = 05 along the arc of a 1500.00 foot radius curve to the right)

(Legal description continued)

degrees 39' 50", Long Chord = North 35 degrees 37' 39" West 148.22 feet), 148.28 feet; thence North 32 degrees 47' 44" West 179.06 feet; thence along the arc of a 400 foot radius curve to the left (Delta = 18 degrees 50' 13", Long Chord = North 42 degrees 12' 50" West 130.92 feet) 131.51 feet; thence North 51 degrees 37' 57" West 172.16 feet; thence along the arc of a 100 foot radius curve to the left feet; thence along the arc of a 100 foot radius curve to the left (Delta = 49 degrees 02' 53", Long Chord = North 76 degrees 09' 23" (Delta = 49 degrees 02' 53", Long Chord = North 76 degrees 09' 23" (Delta = 49 degrees 02' 53", Long Chord = North 76 degrees 38' 07" 158.07 point being further described as being South 00 degrees 38' 07" 158.07 point being further described as being South 00 degrees 38' 07" 158.07 feet from the Northeast corner of the W1/2 SE1/4 of said Section 22.

Tax Account No: 3809 02200 00300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

			ain Title Co.		the	day
Filed	for record at request	of <u>Mount</u> _ A.D., 19 <u>90</u> at	9.21 co	lock A.M. a	nd duly recorded in	Vol. <u>M90</u> ,
of	July	_ A.D., 19 <u>90</u> at	9:21 00	on Page	14865	
		of <u>Mortgages</u>		velyn Biehn	County Clerk	¢ .
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FEE	\$23.00			ву Эпгл		