		Contember	19.	90. betwe
THIS TRUST DEED	made this 14th day	ofacpusmosi		
David M Chab	ner and Vicki E. Chabner.	"Unzbaud" aira "wirre"	Q1805Q	

as Grantor, William P. Brandsness

_____South Valley State Bank

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property majo remande you was a come

See attached exhibit "A" by this reference made a part hereto

TRIBL DEED

STATE OF ORGOOM,

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**Twenty...thousand..and..no/100!s**(20,000.00)*********************

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Arch 1, 1991 with rights to future advances and renewals not and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be decomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be decomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be decomes due and payable or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary.

becomes due and payable. It the sold conveyed, assigned or alienated by the grantor without first has sold, conveyed, assigned or alienated by the grantor without first has sold, conveyed, assigned or alienated by the grantor agrees:

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:

To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and payable or testore promptly and in good and workmanlike for manner any building or improvement all costs incurred therefor.

3. To comple or testore promptly and in good and workmanlike for manner any building or improvement all costs incurred therefor.

3. To comple or instance, regulations, covenants, conditions and restriction allecting said property; if the beneficiary so requests, to distroyed thereton, and pay will aust only a trust and to pay for filling same in the property in the beneficiary and the pay for filling same in the property of the property o

pellate court shall adjudge reasonable as the peneliciary's or trustees altorney's lees 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 is oelects, to require that all or any portion of the monies payable right, if it is oelects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required no pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and appelled courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions, secured the such actions as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its tess and presentation of this deed and the note for fliciary, payment of its tess 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

granting any easement 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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons grantee in any reconveyance may be described as the "person or persons featly shall be conclusive proof of the truthfulness thereof. Trustee's fees 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 regard to the adequacy of any security for the indebtedness hereby secured, enter on the decayancy of any security for the indebtedness hereby secured, enter on the property of any part thereof, in its own name sue or otherwise collect the rents, 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 benevity less upon any indebtedness secured hereby, and in such order as benevity and determine.

11. The entering upon and taking possession of said property, the collection of such tents, issues and profits or the proceeds of lire 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.

12. Upon default by grantor in payment of any indebtedness secured hereby a rich is such contents.

property, and the application or release thereof as aloresaid, shall not cure or 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 escence with respect to such payment and/or performance, the beneficiary may escate all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to reclose this trust deed by in quity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the beneficiary elects to foreclose by advertisement and sale, the beneficiary of the beneficiary election to sell the said described of property to satisfy the obligation and his election to sell the said described of property to satisfy the obligation and his election to sell the said described of property to satisfy the obligation and his election to sell the said described of property to satisfy the obligation in the manner provided in ORS 86.735 on 86.795.

In the manner provided in ORS 86.735 of 86.795.

In the manner provided in ORS 86.735 of any before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. It dedult consists of a failure to pay, when due the feature of the cure of the trust and such portion as would entire amount due at the trust deed, the default may be cured by paying the sums secured by the trust deed. In any case, in addition to curing the entire amount due at the feature of the cure of the trust deed. In any case, in addition to curing the trust deed in any case, in addition to curing the trust deed and expenses actually

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

A. 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 of the highest bidder for cash, payable at the time to the highest bidder for cash, payable at the time sale Crustee stall deliver to the purchaser its deed in form as required by all conveying the property so sold, but without any covenant or warmen, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

S. When trustee sells pursuant to the powers provided herein, frustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the surfect deed, (3) to all person having recorded liens subsequent to the interest of the trustee in the frust 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. Beneliciary may from time to time appoint a successor or successor.

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

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein and the successor trustee. The latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, which, when recorded in the nortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee opts 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 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.

		September 1 Commence of the Co
The grantor covenants and agrees to and with fully seized in fee simple of said described real prope	the beneficiary and those arty and has a valid, unenc	claiming under him, that he is law- sumbered title thereto
	and the second of the second o	Anna Digwarda an an gairthean tha an tar an
	ing july specific to the second of the secon	
and that he will warrant and forever defend the sar	ne against all persons who	msoever.
 Control of the product of the product	And the second of the second o	
[12] A. Martin, M.		
and the second of the second o		
		· · ·
The grantor warrants that the proceeds of the loan repi (a)* primarily for grantor's personal, family or househo (MXX MX XM XM XM XM XM XXX XXXXXXXXXXXX	resented by the above described old purposes (see Important No ፍር አቀር አቀር አቀር አቀር አቀር አቀር አቀር አቀር አቀር አቀ	note and this trust deed are: tice below), ዚህንድዚያያል ያክለማያቸል
This deed applies to, inures to the benefit of and bind personal representatives, successors and assigns. The term between the personal representatives, successors and assigns. The term between the personal representatives are the personal representatives and the personal representatives are the personal representatives.	Is all parties hereto, their heirs, neliciary shall mean the holder o In construing this deed and w	legatees, devisees, administrators, executors,
gender includes the leminine and the neuter, and the singular	IMITADEL INCIDACES THE PLANTAL	
IN WITNESS WHEREOF, said grantor ha	s nereunto set lus liazdi lite	day jama year mor and
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a	or (b) is XW	habner
not applicable; if warranty (a) is applicable and the beneficiary is as such word is defined in the Truth-in-Lending Act and Regulation beneficiary MUST comply with the Act and Regulation by making	on 4, me \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	LE Chabrier
disclosures; for this purpose use Stevens-Ness Form No. 1319, or elf compliance with the Act is not required, disregard this notice.	quivalent. Vicki E. C	habner
(If the signer of the above is a corporation, use the form of acknowledgement apposite.)		
STATE OF OREGON.	STATE OF OREGON,) ss.
County of < LANA-TH }ss.	County of	
This instrument was acknowledged before me on	This instrument was acknow	ledged before me on,
DAVID M. CHABNEC	as	
VICKI E. CHIBNER.	of a respect of the	And the second s
TOFFICIAL SEAL CUT CIQ	Notary Public for Oregon	
MINDY RUTLEDGE No erry Public for Oregon FEANDTARY PUBLIC - OREGON COMMISSION PROPERTIES 8 expires 8-6-93	My commission expires:	(SEAL)
-MY COMMISSION EXPIRES AUG. 6, 1993	a strett som engagere en skriver Strett som en skriver en skriver	
REQUE	ST FOR FULL RECONVEYANCE	en e
	Trustee	
10:	professional and the control of the	oredoing trust deed. All sums secured by said
The undersigned is the legal owner and holder of all trust deed have been fully paid and satisfied. You hereby		
said trust deed or pursuant to statute, to cancel all evide	thout warranty. to the parties	designated by the terms of said trust deed the
estate now held by you under the same. Mail reconveyance	e and documents to AMEDIANALIA	<u> </u>
DATED:	લા તાલુકા કારણ આવે કારણે કિંદુ કે ફાઇ પાસ જેવી કે સ્પાદુ કારણ કે જોડાવા કે સામેશકારો કારણ કે કે	Basic Company Activities (Company Company Comp
DATED		
		Beneficiary
Do not lose or destroy this Trust Deed OR THE NOTE which it sec	ures. Both must be delivered to the trus	lee for cancellation before reconveyance will be made.
Do not lose or destroy mis trost Dead D. T.		
WDITES DEED		STATE OF OREGON,
TRUST DEED		County of
STEVENS.NESS LAW PUB. CO. PORTLAND ORE OF	tois prierince made	I certify that the within instrument was received for record on theday
David Machabner Sanak	an armentaping or the	of, 19,
Vicki E. Chabner	i ind country in the co	ato'clockM., and recorded in book/reel/volume No
Grantor Grantor	SPACE RESERVED	page or as fee/file/instru-
South Valley State Bank	RECORDER'S USE	ment/microfilm/reception No, Record of Morrages of said County.
A STANK MALLINS AT DIMINISTRA		Witness my hand and seal of
AFTER RECORDING RETURN TO SUG STORE	# . whabsecs russpane	County affixed.
	rvicii 200	CONTRACTOR OF THE PROPERTY OF
· 801 Main St.	I mai pesp	Deputy
Klamath Falls, Or 97601		

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

An irregular tract of land South of the Rock Creek Road described as follows: Beginning at a point on the Southerly boundary of the Rock Creek Road which is from the Southwest corner of the MtWt of Section 25, Township 38 South, Range 8 E.W.M., East 535 feet; North 5°27' West 126.45 feet to a point on the most Westerly line of that tract of land described in Deed Volume 82 page 398, Deed Records of Klamath County, Oregon; North 70°35! East 128.19 feet; North 21°30' West 151.3 feet to the South boundary of the Rock Creek Road and true point of beginning; thence South 21°30' East 151.3 feet; thence South 70°35' West 128.19 feet; thence South 5°27' East to the South line of the NW1NW1, Sec. 25, Twp. 38 S.R. 8 E.W.M.; thence East along said South line to an iron pin which lies 400 feet West along said South line from its intersection with the South boundary of the Rock Creek Road and which marks the most Westerly corner of that tract of land described in Deed Volume 141, page 25, Deed Records of Klamath County, Oregon; thence North 14°32' East, 203.3 feet to an iron pin; thence North 35°32' East to an iron pin on the South boundary of the Rock Creek Road; thence Westerly along said South boundary to the point of beginning, being all a part of the NWINWI, Section 25, Township 38 South, Range 8 E.W.M.

SAVING AND EXCEPTING the following parcel of land situated in the NWINWI of Section 25, T. 38 S.R. 8 E.W.M., more particularly described as follows: Beginning at a point on the southerly line of said NW+NW+ from which the SW corner of said NW: NW: bears West, along said Southerly line NW: NW: 534.96 feet; thence East, along said southerly line of the NW+NW+ 181.49 feet to a 1 inch iron pin; thence leaving said southerly line of the NW+NW+, N. 23°37'16" W. 178.44 feet to a linch iron pin; thence S. 70°31'53" W. along that certain parcel described in Deed Volume M71 at page 2800, Klamath County Deed Records, 130.43 feet to a 1 inch iron pin; thence S. 06°10'21" E. continuing along said deeded parcel, 120.72 feet to the point of beginning.

PARCEL 2:

مري

An irregular tract of land North of the Rock Creek Road described as follows: Beginning at a point on the North boundary of the Rock Creek Road which is from the Southwest corner of the NW+NW+ of Section 25, Township 38, South, Range 8 E.W.M., East 245 feet, North 336 feet, North 21°45' East 56.5 feet, South 70°33' East 57 feet; South 85°24' East 123.8 feet, North 89°47' East 61.8 feet and North 87°08' East 84.2 feet to the true point of beginning; thence Easterly along the North boundary of the Rock Creek Road to the most Westerly corner of that tract of land described in Deed Volume 212 page 403, Klamath County, Oregon Deed Records; thence North 34°22' East to the shore line of Upper Klamath Lake; thence Westerly along the shore line of Upper Klamath Lake to a point due North of the point of beginning; thence due South to the point of beginning, being all a part of the NW+NW+ Section 25, Twp. 38 S.R. 8 E.W.M.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed	for record at a	request of	Mountain Ti	tle Co.		the	25th	day
of	Sept.	A.D., 19	90 at 4:04	o'clock	PM., and duly	recorded in Vol	. м90	
		of	Mortgages	OI	n Page <u>19380</u>	<u> </u>		
				Evely	n Biehn , (County Clerk		
FEE	\$18.00			Ву	Qautine.	Muelen	dere	