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It in institually agreed that:

I. In the event that any purion or all oil said properly shall be taken under the tight of events that any purion or all oil said properly shall be taken under the tight of events of destine or conferention, beneticiny that it have the region, it is at wheth, is required that all or any portion of the row-on pure able as accupanced for such taking, which are in excess oil the around puriod costs, unlessed on attempts feel necessarily puid or ansured by present or such priceoslings, whill be paid to the order puriod appoint by it first upper any extensionly notes and appeared at them it does not a first proper of the property of th

dranting any easement or creating any restriction thereon; (c) join in any subsordination or other agreement allecting this deed or the lien or charge shereon; (d) reconvery, without warranty, all or any part of the property. The Arastee in any reconsequence may be described as the "person or persons regally entitled thereio," and the recitals therein of any matters or lacts shall be cork fusive proof of the truthfulness thereof. 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 regard to the adequacy of any security for the ind-bledness hereby secured, enter upon and take possession of said property transpart thereof, in its own name sue or otherwise collect the tents, issues and profits, including those past due and unpaid, and apply the same less tonia and expenses of operation and collection, including reasonable attorner's lies 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 tire and other insurtance 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 warm any default or notice of default hereunder or invalidate any act done pursuant to such rocices.

insurable policies or compensation or awards for any taking or damage of the property, and the application or release thereof as alroyasid, shall not cure or waved any delault or notice of ideault hereunder or invalidate any act done waved any delault or notice of ideault hereunder or invalidate any act done pursuant to such notice.

12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the session with respect to nuch payment and/or performance, the heneliciary may seeme with respect to nuch payment and/or performance, the heneliciary may declare all sums secured hereby immediately due analysible. In such an event the beneliciary as his election may proceed foreclose this trust deed event the beneliciary as his election may proceed foreclose this trust deed event the beneliciary as his election may include the state of the desired foreclose this trust deed with the second of the secon

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided by Iss.

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 so uponed as provided by Isw. The trustee may sell said property either me only parted or in opparate parcets and shall sell the parcet or parcels at saction to the highest bidder for cash, payable at the time of sale. Trustee sale in the property so sold, but without any matters of lact shall be conclusive proof of the truthlulness thereof. Any person, excluding the trustee, but including the property so the powers provided herein, trustee the fraction of the trustees. The payable has the sale.

13. When trustee tells pursuant of the powers provided herein, trustee shall apply the proceed of sale to payment of (1) the expenses of sale, including the trustee obligation secured by the trust deed, (3) to all persons attorney, (3) to the obligation secured by the trust deed, (3) to all persons attorney, (3) to the obligation secured by the trust deed, (3) to all persons attorney, (4) to the obligation secured by the trust deed, (3) to all persons attorney, the interests may appear in the order of their priority and (4) the suspha, if any, an the grants or to his successor in interest entitled to such surphs.

16. Beneticiaty may from time to time appoint a successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be wested with all title, powers and duties conferred upon any trustee named berein or to any successor trustee appointed hereunder. Each such appointment, and without conveyance to the successor trustee. The latter shall be wested with all title, powers and duties conferred upon any trustee shall be wested with all title, powers and duties conferred up

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Record of Mortgages of said Witness my hand a	
County affixed.	
SOUTH VALLEY STATE BANK	TITLE
KLAVATA FAELS, OR 97601	Deputy

MTC NO: 24421-DN

W2

## EXHIBIT "A"

A priece or parcel of land situate in the SE1/4 NW1/4 of Section 20, A priece or parcel of land situate in the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Heridian, Klamath County, Orngon, being more particularly described as follows:

Beginning at a point on the Easterly boundary of that parcel conveyed at page 5894 of Volume His of the Klamath County Deed Records from which the monument marking the center quarter corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, bears South 0 degrees 51' West 557.1 feet distant and the Northeasterly corner of said parcel bears North O degrees 51' East 182.0 feet distant; thence North 87 degrees 41' 20" West 157.9 feet to a point; thence South 14 degrees 59 30" West 50.75 feet to a point; thinge along a circular cumve to the left (which has a radius of 19.5 flift, a central angle of 94 degrees 00' 00" and a long chord which bulles South 49 degrees 33' 30" West 28.6 feet) a distance of 32.00 funt to a point; thence South 2 degrees 38' 30" West 74.5 feet to a polint; thence along a circular curve to the right (which has a radius of 100.5 Keet, a central single of 22 degrees 01' 40", and a long chord Which bears South 13 deffrees 39! 207 West 33.40 feet a distance of 18.45 feet; thence along a circular curve to the left (which has a madium of 74.5 feet, a dentral angle of 27 degrees 10' 20" and a long white which bears South 13 degrees 52' 05" West 15.06 feet) a distance of 15.09 feet to the East rly boundary of Campus Drive as the same is presently located and constructed; thence along said boundary on a direntar burve to the right (having a radius of 1004.93 feet, a dentral angle of 1 degree 11 20", and a long chord which hears South degrees 50 50 West 20 27 feet) a distance of 20.89 feet; thence Bouth 87 degrees 49" East 210.13 feet to a point on the Easterly boundary of said Parcel conveyed at page \$894 of Volume M69 of Klamath County Dend Records; thence North O degrees 51' East along the Bistarly boundary of sild parcel 215.9 feet, more or less, to the point of beginning. Eicept the South 107.95 feet thereof. WITH the right of ingress over an existing single lane roadway between the Westerly boundary of the above described parcel and the Easterly boundary of Campus Drive.

The Account No: 3809 02030 04100

STATE OF OREGON: COU		in Title Co.		the <u>5th</u> day
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