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SEE ATTACHED EXHIBIT

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 connec-

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of EIGHTY-EIGHT THOUSAND AND EIGHTY-THREE AND 58/100 (88,083.58)

note of even date herewith, payable to beneficiary or order and made by grantor, the linal payment of principal and interest hereof, if not sooner paid, to be due and payableJULY 30, 1995 WITH RIGHTS TOTRENEWALS AND FUTURE ADVANCES

The date of maturity of the debt 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 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 horotect the security of this tractarior.

To protect the security of this tractarior.

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 emment domain or condemnation, henebolary 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 less 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 less, both in the trial and applied 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 and execute such instruments as shall be meessary in obtaining such compensation, promptly upon beneficiary's require upon written request of beneficiary payment (at the payment of this deed and the note for endowement of the making of any map or plat of said property; (b) join in

tranting any easement or creating any restriction thereon: (c) join in any subordination or other adreement adjecting this deed or the lien or charge transport of the recently, without warranty, all or any part of the property. The frantse in any reconveyance may be described as the "person or person begally 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 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 of 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 ratis, issues 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 roperty, and the application or release thereof as aloresaid, shall not cure of waive any default or notice of default hereunder or invalidate any act done upstanting to his enformance of any advenuent hereunder, time being of the better of in his nettornance of any advenuent hereunder, time being of the better or in his nettornance of any advenuent hereunder, time being of the better or in his nettornance of any advenuent hereunder.

property, and the application or release thereof as aloresaid, shall not cure of 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 beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneliciary may have. In the even the beneliciary elects to foreclose by advertisement and sale, the heneliciary elects to foreclose by advertisement and sale, the heneliciary elects to foreclose by advertisement and sale, the beneliciary elects to foreclose by advertisement and sale, the beneliciary elects to foreclose by advertisement and sale, the beneliciary elects to foreclose by advertisement and sale, the beneliciary elects to foreclose by advertisement and sale, the beneliciary elects in the trustee shall its the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

14. Otherwise, the strust limb of the cure other than such portion as would not then be done defaults. If the default may be cured by paying the entire amount due at time of the cure other than such portion as would not then be done default to curing the pay the default or default may be cured by paying the entire amount due at time of the cure other than such portion as would not then be done default of the cure other than such portion as would not then be done of the steed. In any case,

surplus. It any, to the granted or this states appoint a successor of surplus of the property of the property

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an ottoiney, who is an active member of the Oregon State Social bank, trust company or savings, and loan association authorized to do business under the laws of Oregon or the United States, a title inscream company of the amount of the to real property of this state, its subsidiaries, officiales, agents or branches, the United States or any agency increase, or any agent itemsed under CRS Gra. 328 and 328 and 328 and 328 are available.

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).

CHILDREN OF THE PROPERTY OF

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 leminine 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. WIĻLĮAM Į. WILSON X William Tr William \* 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. BY: HOLLY D. WILSON, ATTORNEY-IN-FACT FOR WILLIAM L. WILSON, PURSUANT TO POWER OF ATTY DATED SEPTEMBER 12, 1988 x stolly O william HOLLY D. WILSON (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON. STATE OF OREGON, .County of, Klamath County of ..... This instrument was acknowledged before me on .... SAThik institument was acknowledged before me on October 31 19 90 by Holly D. Wilson, atterney-in-fact for William L. Wilson and Holly D. Wilson 1 Hindre Notary Public for Oregon Notary Public for Oregon (SEAL) (SEAL)... My commission expires: 2-12-91 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. ...., 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 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. STATE OF OREGON, County of ...... TRUST DEED (FORM No. 881) STEVENS NESS LAW PUB. CO., FORTLAND, ORE I certify that the within instrument was received for record on the ......day of ....., 19....., WILLIAM L. WILSON in book/reel/volume No. ..... on HOLLY D. WILSON SPACE RESERVED page ...... or as fee/file/instru-Grantor FOR ment/microfilm/reception No....., SOUTH VALLEY STATE BANK..... RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO TITLE

NAME

By ...... Deputy

SOUTH VALLEY STATE BANK

KLAMATH FALLS OR 97601

801 MAIN ST

## EXHIBIT "A" LEGAL DESCRIPTION

A tract of land situated in the NE1/4 of Section 28, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of the NW1/4 NE1/4 of said Section 28; thence South 89 degrees 54' 41" East 10.70 feet; thence South 00 degrees 19' 32" West 1537.06 feet; thence West 432.06 feet; thence South 220.00 feet to the true point of beginning of this description; thence South 340.05 feet; thence East 513.34 feet to the Westerly right of way line of the Hill (Bradbury) County Road; thence along said right of way line, Northwesterly on the arc of a curve to the left (central angle = 08 degrees 40' 35" and radius = 606.61 feet) 91.85 feet; North 16 degrees 50' 28" East 227.80 feet; and Northerly along the arc of a curve to the right (central angle = 03 degrees 11' 39" and radius = 602.95 feet) 33.61 feet; thence leaving said right of way line. West 418.65 feet to the true point of beginning of this description, with bearings based on Survey No. 1560 as recorded in the office of the Klamath County Surveyor.

WILLIAM AND HOLLY WILSON
WHO BY OVA HO

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed of	for record at rec Nov.	quest ofS. A.D., 19 <u>90</u> of	at <u>2:22</u>	Banko'clockP.M., and dulyon Page22504	the y recorded in	9th 1 Vol. <u>M90</u>	day
FEE	\$18.00			Evelyn Biehn - By <u>Paulense</u>	County Cle		

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