TRUST DEED

Vol. mgo Page

THIS TRUST DEED, made this 5TH day of DECEMBER 19.90., between ROOKSTOOL & ALTER, A CO-PARTNERSHIP CONSISTING OF JACK L. ROOKSTOOL AND MARTIN D. ALTER

as Grantor, WILLIAM P. BRANDSNESS

SOUTH VALLEY STATE BANK

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in ____KLAMATH ____County, Oregon, described as:

SEE ATTACHED EXHIBIT B BY THIS REFERENCE MADE A PART HERETO

AKORL DEED

Dollars, 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 hereof, if not sooner paid, to be due and payable MAY 15, 1991 WITH RIGHTS ToysFUTURE 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, or 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.

To protect the security of this trust dead denotes already.

becomes due and payable. In the event the Within Casards as having sold, conveyed, assigned or alienated by the grantor without first having sold, conveyed, assigned or alienated by the grantor without first having sold, conveyed, assigned or alienated by the grantor defects.

In the beneficiary's option, all obligations secured by this instrument, when the beneficiary of this trust deed, afrantor agrees:

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

In to protect preserve and maintain said property in good condition and repair; nor or remove or demolish any building or improvement thereon, and property in good and workmanlike the property of the property in good and workmanlike the property of the property in good and workmanlike the property of the property in good and workmanlike the property of the property in good and workmanlike the property of the property in the beneficiary of the property in th

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 of eminent domain or condemnation 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 excess of the amount required so compensation for such proceedings, shall be paid to beneficiary and incurred by granter in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorney's fees, applied by it first upon any reasonable costs and expenses and attorney's fees, applied by the proceedings, and the balance applied upon the indebtedness ficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and excute such instruments as shall be necessary in obtaining such commended to the such action of the payment of this deed and the note for ficiary, payment of its less and presentation of this deed and the note for endorsement (in case of tull reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the side of the payment of the indebtedness.

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge without or or other agreement allecting this deed or the lien or charge restrete (1) reconvey, without warranty, all or any part of the property. The thereof; (d) reconveyance may be described as the "person or persons grantee any reconveyance may be described as the "person or persons the state of the content of the truthfulness thereof. Trustee's less for any of the becomessive proof of the truthfulness thereof. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.

services mentioned in this paragraph shall be not less than \$5.

time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard the adequacy of any security for pointed by a court, and without regard the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, easy and prolits, including those past for any part thereof, in its own name sue or otherwise collect the street of the str

property, and the application or release thereof as aloresaid, shall not cure of varive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor ir: payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the 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 necessary and the selection of the selection and payable. In such an declare all sums secured hereby immediately due and payable, in such and event the beneficiary at his election may proceed to foreclose this trust ded by in equify as a mortgage or direct the trustee to pursue any other right or advertisement and alle, or may direct the trustee to pursue any other right or the bright of the trustee of the selection of the s

together with trustee's and attorney's tees 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 place designated in the notice of sale or the time to which said sale may represent the 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 in one parcel or in separate parcels and shall sell the parcel or sale. Trustee auction to the highest its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so so but without any covenant of act shall be conclusive proof plied. The recitals in the deed of any matters of act shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee that including the compensation of the trustee and a reasonable charge by trustee actuding the compensation of the trustee and a reasonable charge by trustee actuding the compensation of the trustee and a reasonable charge by trustee actualing the conference of the property of the property of the received liens subsequent to the interest of the trustee in the trustee suppose 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.

surplus. If any, to the granter or to his successor in interest entitled to such surplus. If any, to the granter or to his successor trustee appoint a successor or successors to successor to the successor to the successor trustee appoint and trustee to the successor trustee appointed here sured. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be nested by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by countries in which, when recorded in the mortfage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the surface trustee.

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 proceeding in which granter, 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 lean 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 escrew 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.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors,

ersonal representatives, successors and assigns. The term beneti cured hereby, whether or not named as a beneticiary herein. In ender includes the feminine and the neuter, and the singular nur	n constituing this deed and whenever the coment to	quires, the masculine
IN WITNESS WHEREOF, said grantor has h	ereunto set his hand the day and year first at	oove written.
	ROOKSTOOL & ALTER, A CO-PA	AK I NEK 2HI L
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or ot applicable; if warranty (a) is applicable and the beneficiary is a cr	(b) is editor	
e such word is defined in the Truth-in-Lending Act and Regulation	Z, the	5
eneficiary MUST comply with the Act and Regulation by making recisclosures; for this purpose use Stevens-Ness Form No. 1319, or equiv	relent. ACK L. ROOKSTOOL	
compliance with the Act is not required, disregard this notice.	10000000000000000000000000000000000000	
	MARTIN D. ALTER	
f the signer of the above is a corporation.		Specifical States
se the form of acknowledgement opposite.)	1. 그 일찍 그림, [편집] [편집] 전 [편집] 모르겠다.	
STATE OF OREGON.	STATE OF OREGON,	
) ss.	County of KLAMATH	iS.
County of	This instrument was acknowledged before me on	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
This instrument was acknowledged before me on	19 , by JACK L. ROOKSTOOL AND MA	RTIN D ALTER
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Notary Public for Oregon	Notary Public for Oregon	WAYSEAL)
(SEAL) My commission expires:	My commission expires: 6 12-92	11111
estate now held by you under the same. Mail reconveyance and DATED:	ga ku walio ng ga mangra wasika pasika	
	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 recon	
		veyance will be made.
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TRUST DEED	County of	ON, ss.
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EXHIBIT B

LEGAL DESCRIPTION

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

A portion of the SE1NW1 of Section 2 Township 39 S.R. 9 E.W.M., more particularly described as follows: Beginning at a one-inch axle marking the Southwesterly corner of Lot 82 of Pleasant Home Tracts, a duly recorded Subdivision; thence North 89°24'30" East along the Southerly boundary of said Lot 82 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00°35'00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88°59'04" East along said Northerly right of way line 102.50 feet to a P-K Nail; thence North 00°35'00" West a distance 115.88 feet to the true point of beginning of this description; thence continuing North 00°35'00" West 153.05 feet to a P-K Nail; thence North 45°25'00" East 27.79 feet to a P-K Nail; thence South 88°35'00" East 122.52 feet to a P-K Nail on the Easterly line of that parcel of land as described in Deed Volume M-72, page 760, records of Klamath County, Oregon; thence South 00°35'00" East along said Easterly line a distance of 167.00 feet; thence South 88°59'04" West a distance of 142.50 feet to the true point of beginning. Bearings based on Survey No. 1480 as recorded in the office of the Klamath County Surveyor.

SAVING AND EXCEPTING the following described parcel of real property:

A portion of the SELNWL, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a 1 inch axle marking the Southwesterly corner of Lot 82, Pleasant Home Tracts, a duly recorded subdivision; thence North 89°24'30" East along the Southerly boundary of said Lot 82 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00°35'00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88°59'04" East along said Northerly right of way line 102.50 feet to a P-K Nail; thence North 00°35'00" West a distance of 115.88 feet to the true point of beginning of this description, as marked by a 1 inch iron pin; thence North 88°59'04" East 142.50 feet to a 1 iron pin on the easterly line of that parcel of land as described in Deed Volume M-72, page 760, Records of Klamath County, Oregon; thence along said easterly line North 00°35'00" West 38.55 feet to a 5/8 inch iron pin; thence South 89°25'00" West 142.52 feet to a 5/8 inch iron pin; thence South 00°35'00" East 39.47 feet to the true point of beginning, containing 5559.71 Square feet (0.13 acres) more or less, with bearings based on Survey No. 1480, as recorded in the office of the County Surveyor.

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