

TRUST DEED

Vol. m91 Page 7897

SOUTH VALLEY STATE BANK

WITNESSETH:

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

LOT 8, BLOCK 35, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

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 in the foregoing, the sum of TEN THOUSAND AND NO/100----- (\$10,000.00)-----
sum of TEN THOUSAND AND NO/100----- with interest thereon according to the terms of a promissory

sum of TEN THOUSAND AND NO/100----- (\$10,000.00)----- 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 any, shall be due on or before APRIL 5 1992 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.

note of even date herewith, payable to beneficiary on or before APRIL 5, 1992 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.
not sooner paid, to be due and payable APRIL 5, 1992 with rights, on which the final installment of said note.
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,
then, at 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 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 thereon; and not to permit any waste of said property.

2. 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.

destroyed thereon, and to pay when due all costs incurred therefor.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

To provide and continuously maintain insurance on the buildings and contents thereof, and to pay the cost of such insurance, and to file the

by filing of this contract. To provide and continuously maintain insurance on the buildings and premises owned by the beneficiary, against loss or damage by fire, theft, windstorm, hail, lightning, explosion, riot, civil commotion, sabotage, aircraft, vehicles, water, and such other hazards as the beneficiary may from time to time require, in an amount not less than \$_____ written in figures, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby, and in such order as beneficiary may determine, or at option of the beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

to affect the special rights or powers of beneficiary or trustee; and in no event shall the grantor be bound to pay the costs and expenses of any suit for the enforcement of the trust, to pay all costs and expenses, including attorney's fees mentioned in this will, or to pay such sum as the decree of the court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

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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 so elects, to require that all or any portion of the monies payable for such taking, which are in excess of the amount required as compensation for such taking, and attorney's fees 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 paid or incurred by beneficiary in the trial and appellate courts, necessary to enforce the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments 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 fees and presentation of the deed and the note for endorsement (in case of full reconveyances, 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 affecting this deed or the lien or charge thereon; (d) recover, without warranty, all or any part of the property. The grantee in any recovery may be described as the "person or persons claiming an interest in the property" and the recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not be less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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 policy.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement or performance, the beneficiary may exercise with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by exercising the beneficiary or direct the trustee to foreclose this trust deed by in equity as a mortgage or direct the trustee to pursue any other right or advertisement of sale, or may direct the trustee to pursue any other right or advertisement of sale, or in equity, which the beneficiary may elect. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded and a written notice of default and his election to sell the said described property to satisfy the obligation of the trustee shall fix the time and place of sale, give secured hereby whereupon the trustee shall fix 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.

in the manner provided in ORS 86.753-76.50.

13. Alter the trustee has been notified by foreclosure by advertisement and sale, and at any time prior to the day after the date the trustee conducts the sale, the grantor or other person so privileged by ORS 86.753, may cure the default by tendering payment of the amount due to the trustee. If the default consists of a failure to pay the debt secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure; otherwise than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required by the default or obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall also reimburse the beneficiary all costs 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 by law.

14. Otherwise, the sale shall be held on the date and at the time and place specified in the notice of sale, which said sale may

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 postponed as provided by law. The trustee may sell the parcel or parcels at once in one parcel or in separate parcels and cash payable at the time of sale. Trustee may deliver to the purchaser its deed in form as required by law. Express or implied recitals in the deed are matters of fact shall be conclusive proof of the truth of the facts hereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

of the trust and the beneficiary, may purchase at the sale. The grantor and the beneficiary, however, shall not be bound by the provisions of this deed, if the trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and any reasonable charge by trustee's attorney, (2) to the obligation of the trust deed, (3) to all persons having recorded claims subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the trust shall be vested with all title, powers and duties conferred upon the trustee named herein and appointed hereunder. The appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. The grantor and the beneficiary agree that this trust when this deed, duly executed and recorded, shall be the only trust created by this deed. The trustee is not

17. 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 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.

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: (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

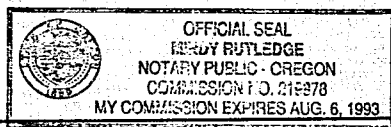
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine 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 James R. Migliaccio
JAMES R MIGLIACCIO

STATE OF OREGON, County of KLAMATH ss. 4-19, 1991
This instrument was acknowledged before me on
by JAMES R. MIGLIACCIO
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



Mindy Rutledge
Notary Public for Oregon
My commission expires 8-6-91

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, 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 _____

DATED: _____, 19____

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.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

JAMES R. MIGLIACCIO

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
801 MAIN STREET
KLAMATH FALLS OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$13.00

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 29th day of April, 1991, at 12:01 o'clock P.M., and recorded in book/reel/volume No. M91 on page 7897 or as fee/file/instrument/microfilm/reception No. 28743, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Pauline Miller Deputy