THIS TRUST DEED, made this 21

SAMUEL ASADURIAN AND ALICE ASADURIAN, HUSBAND AND WIFE, EACH AS TO AN UNDIVIDED & INTEREST, AND JAMES L RODGERS AND MARY ANN RODGERS, HUSBAND AND WIFE, EACH AS TO AN UNDIVIDED & INTEREST, MILLIAM D ROAMISSIESS

SOUTH VALLEY STATE BANK

UVED1

STATE BANK

as Beneficiary,

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY

TRUST DEED

Continue STATE OF DARROW

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 (\$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, it also 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 tirst having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable.

To protect the security of this treat therein, or

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instead then, at the beneficiary's option, all obligations secured by this instead therein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:
In protect, preserve and maintain said property in good condition and repair, not to estone or demolish any building or improvement thereon; not to expert or demolish any building or improvement thereon; not to expert of the state of t

pellate court shall adjudge reasonable as the beneliciary's or trustee's attorney'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, beneliciary shall have the right, it is so elects, to required 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 lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it lirst upon any recordings, shall be paid to beneliciary and applied by it lirst upon any recording, excessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness excured hereby; and grantor agrees at its own expense, to take such actions and execute such instruments as what he consensually payment of its fees and from the time upon written request of beneficiary, anyment of its fees and from the tot time upon written request of beneficiary, apyment of its fees and from the time upon written request of beneficiary, apyment of its fees and from the time upon written request of beneficiary, apyment of its fees and from the time upon written request of beneficiary, apyment of its fees and from the tot fine upon written request of beneficiary, apyment of its fees and the population of this deed and the note for endosement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the poyment 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 thereof; (d) reconvey, without warrantly all on any part of the property. The farantee in any reconveyance may be described as the person or pers

waive any default of 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 desence with respect to such payment and/or performance, the heneliciary made declare all sums such an event the beneficiary to such payment and/or performance, the heneliciary acceptance with respect to such payment and/or performance, the heneliciary acceptance with respect to the sum of the payment and such and such an event the beneficiary of direct her trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by remedy, hither at law or in sections by control his person of the beneficiary of the heneliciary alects to foreclose by the heneliciary may have. In the event the beneficiary selects to foreclose by the heneliciary may have. In the event the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described an property to satisfy the obligation secured hereby wheresupon the trustee shall approperty to satisfy the obligation in the manner provided in ORS 86.735 to 36.793 to foreclose this trust deed in the manner provided in ORS 86.735 to 36.793 to foreclose this trust deed ale, and at any time prior to 5 days before the date the trustee conducts the sale, the granter or any other person so privileged by ORS 6.735, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured py, when due, sums secured by the trust deed, the default may be cured py, when due, sums secured by the trust deed, the default may be cured py, when due, sums secured by the trust deed, the default on the such portional that in espably the default or the default or defaults of the head of the head of the defaul

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 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 parcel or in, separate parcels and shall sell the parcel apprecis at suction to the different parcels and shall sell the parcel apprecis at shall deliver to the purchase its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or insold the trustels in the deed of any matters of fact shall be conclusive proof the frustels thereof. Any person, excluding the trustee, but including 15. When the trustee sells pursuant to the powers provided herein, trustee hall apply the proceeds of sale to payment of (1) the express of sale, including the compensation of the truste and a reasonable charge by trustee's having recorded lies subsequent to the interest of the trust in the trust deed, (1) to all persons 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, if any, to the grantor or to his successor in interest entitled to such

surplus, it 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 accessor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all life, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointed and substitution shall be made by written strument executed by herediciary, 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. Trustee accepts this trust when this deed, duly executed and obligated to notify any party hereto of pending sale under any other deed of other or of any action or proceeding in which grantor, beneficiary or trustee shall be active 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 sovings and laan 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 extraw agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to	and with the beneficiar	and those claiming	under him, that I	e is law-
The grantor covenants and agrees to a lly seized in fee simple of said described re	al property and has a	valid, unencumbered	title thereto	Company of the Compan
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IMPORTANT NOTICE: Delete, by lining out, whichever v	warranty (a) or (b) is	ATEL ASMOTRIAN	ALICE ASAD	URIAN
not applicable; if warranty (a) is applicable and the best is such word is defined in the Truth-in-Lending Act and is such word is defined in the truth-in-Lending Act and Pagulation	nd Regulation Z, the	sous I hodas	L	
peneficiary MUST comply with the Act and Regulation		MES L RODGERS	Q. 1 1	
f compliance with the Act is not recovered.	OFFICIAL SEAL MA	RY ANN GODGERS	_1.000 R/L	
If the signer of the above is a corporation is the form of acknowledgement opposity.	OTARY FUELIC OREGON			
MYCOM	COMMISSION NO. 000653 IMISSION EXFIRES AUG. 1, 1994	REGON,	)	
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My commission expires: 8-1-	99	<u>aris andre de la </u>	·	
	REQUEST FOR FULL RECON	VEYANCE		
	To be used only when obligations	have been paid.		
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## EXHIBIT "A"

## DESCRIPTION OF PROPERTY

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

## PARCEL 1:

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Township 38 S.R. 12 E.W.M.
      Section 14: SELSEL
      Section 15: SELSEL
      Section 20: SWt, SEtNWt, NWtSEt, SETNET, EtSEt
      Section 22: NEINEL
      Section 23: N1, NE1SW1, N1SE1
      Section 24: W1, W1E1, SE1NE1, NE1SE1
      Section 29:
                   NETNET
      Section 31:
                   SWISEI, EISEI, Lots 1, 2 and 3, NEISWI
      Section 32:
                   SEINEI, EISEI
     Section 33:
                   SWł, SłNWł, SWłSEł
Township 38 S.R. 13 E.W.M. Section 3: EtSEt, SWISEL
     Section 4: SWISE
     Section 9: NW!NE!
     Section 10: NWINE
     Section 16: N1
     Section 17: NEt, Niset, Seiset
     Section 20: NE
     Section 21: NWt, Winet
Township 39 S.R. 12 E.W.M.
    Section 4: Lots 1, 2 and 4, Sini, Nisi, Swiswi
Section 5: Lots 1 and 4, Swinwi, Wiswi, Seiswi, Sei
     Section 6: Lots 1, 2, 3 and 4, SEINWI, SINEI, NEISEI, SISEI
     Section 7: NE1
     Section 8: All, EXCEPT the WiSWi and NisWiNWi
    Section 9: All
    Section 15: WWW
    Section 16: El
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## PARCEL 2:

Township 39 S.R. 12 E.W.M.
Section 8: N\(\frac{1}{2}\)SW\(\frac{1}{2}\)NW\(\frac{1}{2}\)
Section 16: W\(\frac{1}{2}\)

JR 3/28/9/

portion of NE+NW+ lying Easterly and Southerly of Canal.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Section 17: Et, SELNWL, and that

Filed i	for record at reque	st of S. Valley State Bank the 6th	•
of	May	A.D., 19 91 at 2:15 o'clock P.M., and duly recorded in Vol. W.	.h da
	e e projek	on Page 8448	
FEE	\$13.00	Evelyn Biehn County Clerk By Quelen Mulendere	*, **.