

NE 29302-208 0100T

TRUST DEED

THIS TRUST DEED, made this 3RD day of MAY, 19 91, between
JOHN F. HONEYCUTT

as Grantor, WILLIAM P. BRANDSNESS, as Trustee, and
SOUTH VALLEY STATE BANK

as Beneficiary,

WITNESSETH:

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

THE EASTERLY ONE-HALF OF LOT 4, BLOCK 24, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF 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 and payment of the sum of TWENTY-SEVEN THOUSAND FIVEHUNDRED AND NO/100***** Dollars with interest thereon according to the terms of a promissory

sum of TWENTY-SEVEN THOUSAND FIVEHUNDRED AND NO/100 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 5, 1995 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.
 the term of said note, 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:

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; not to commit or 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.

3. 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 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.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other risks as the beneficiary may from time to time require, in an amount not less than \$ IN FULL _____, written in a contract acceptable to the beneficiary, with loss payable to the latter. The policies of insurance shall be delivered to the beneficiary as soon as secured; if the grantor shall fail for any reason to procure such insurance, or if the grantor shall fail to 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 of the insurance collected under any fire or other insurance policy may be applied to the satisfaction of any indebtedness secured hereby by the beneficiary, or the beneficiary may determine, or at option may release to grantor, the entire amount so collected, or any part thereof, and may release to grantor. Such application or release shall not constitute any default or notice of default hereunder or invalidate any action done pursuant to such notice.

not cure or warrant to such notice.

To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums or other charges payable by grantor, either by direct payment, beneficiary may, at its option, make payment thereof, make such payment, with interest at the rate set forth in the note hereunder, and the amount so paid, with interest as provided in paragraph 7 of this hereby, together with the obligations described in paragraph 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that for such payments shall be immediately due and payable with-described, and all such payments shall be immediately due and payable without notice, and nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay the costs and expenses, including the attorney's fees, of the beneficiary or trustee, including the costs and expenses of the appraisal and the appraisal fees mentioned in this paragraph 7 in all cases shall be borne by the party or parties who are liable for the same, and the sum shall be fixed by the trial court, and in the event of an appeal from such sum as is fixed by the trial court, the parties shall be directed to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note (including endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness of the 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) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally 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 receiver to be appointed by court of competent jurisdiction, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the same, issues and profits, including those past due or otherwise due, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees and expenses, to the satisfaction of said property, the 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 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 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 beneficiary may declare all of the indebtedness and/or performance immediately due and payable. In such an event, the beneficiary at his election may proceed to foreclose this trust deed by either (a) as beneficiary, the beneficiary may proceed to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary at the trustee shall execute and cause to be recorded his written declaration of default and his election to sell the said debt, and the trustee shall fix the time and place of sale, give notice as required, and then proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.739, or (b) by advertisement and sale.

13. Alter the trustee has committed to disclosure by advertisement and sale, and at any time prior to the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default. If the default consists of a failure to pay, when due, the amount due by the trust deed, the default may be cured by the entire amount due at the time of the cure other than the portion as would not then be due had no default occurred. If the performance required under the obligation or trust deed in any case, in addition to curing the default or defaults, the grantor or person effecting the cure shall pay to 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 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 may sell the parcel or parcels at auction to the highest bidder for cash, or may sell payable at the time of sale. Trustee shall deliver to the purchaser a deed in form as required by law conveying the property to the purchaser without any covenant or warranty, express or implied, and the recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the cost of sale, including the compensation of the trustee and any reasonable charge by trustee's attorney, (2) to the obligations secured by the trust deed, (3) to all persons having recorded claims subsequent to the interest of the trustee in the trust having priority over their interests as appear in the order of their priority and (4) the balance of 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.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. In such case, the appointment shall be made by a written instrument, in which the latter shall be vested with all title, powers and duties of the trustee upon any trustee herein named or appointed hereunder, and the appointment and substitution shall be made by a 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. 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 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.

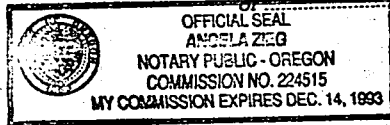
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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.

JOHN F. HONEYCUTT

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on May 7, 1991,
by John F. Honeycutt
This instrument was acknowledged before me on _____, 19____,
by _____
as _____



Angela Zug
Notary Public for Oregon
My commission expires 12/14/93

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.

JOHN F. HONEYCUTT

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK
801 MAIN ST.
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 13th day of May, 1991, at 11:01 o'clock A.M., and recorded in book/reel/volume No. M91 on page 8940 or as fee/file/instrument/microfilm/reception No. 29302, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Louise Mullendore Deputy