

NE

TRUST DEED

Vol. 99 Page 14614

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:

SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO.

**UNDIVIDED 1/2 INTEREST

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 FIFTY-SIX THOUSAND NINETEEN AND 03/100-----(\$56,019.03)-----

sum of FIFTY-SIX THOUSAND NINETEEN AND 03/100----- (\$56,019.00)-----
-----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
not sooner paid, to be due and payable **MARCH 15, 1992 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS**
-----, the date of maturity of said installment is the date, stated above, 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; nor 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, 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 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.

4. To provide and continuously maintain insurance on the buildings now or hereafter owned on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, and to pay the amount not less than \$ **FULL AMOUNT** in the event of loss or damage an amount not less than \$ **FULL AMOUNT** to the beneficiary, the latter, all companies acceptable to the beneficiary, with loss payable to the beneficiary; 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 to deliver said policies to the beneficiary at least fifteen days prior to the expiration of the term of the 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 the beneficiary upon any indebtedness secured hereby, and the entire amount so collected, may determine, or at option of the beneficiary, the entire amount so collected, any part thereof, or at the discretion of the beneficiary, the entire amount, not cure or waive any default or notice of default hereunder or invalidate any other provision hereof, and the beneficiary shall be bound to pay the same due pursuant to such notice.

5. 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, the grantor, as part of such taxes, assessments and other charges, shall immediately due and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by the grantor, the beneficiary shall be bound to pay the same out of the funds with which by direct payment or by provision of the trust deed, make payment thereof, and make such payment, with interest at the rate set forth in the note secured by the trust deed, together with the obligations described in paragraphs 6 and 7 of this deed, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from the deed and the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter described, and the grantor, shall be bound to the same extent as the beneficiary is bound for the payment of the obligation herein secured, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and

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 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, as party, plaintiff or defendant, in any suit for the foreclosure of this deed, as party, plaintiff or defendant, including evidence of title, and the beneficiary or trustee's attorney's fees, including evidence of title, as mentioned in this paragraph 7 in all cases shall be paid by the beneficiary or trustee to the attorney for the beneficiary or trustee by the trial court and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees to pay such sum as the appellate court may determine to be reasonable as the beneficiary or trustee's attorney's fees on such appeal.

It is mutually agreed that:

both in the trial and appellate courts, 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 necessary in obtaining such compensation, promptly upon beneficiary's request.

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (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 above-stipulated 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 order of priority of security for the indebtedness hereby secured, enter upon and take possession of said property, and sell or otherwise dispose of the same, and take and collect the principal and interest due on, and in and out of, its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may deem proper.

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 in such notice.

[illegible]

13. All of the trust's assets have commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may then cure the default or defaults. If the default consists of a failure to pay, then due, the sum secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure or of any other default that is capable of not then be due had no default occurred. In enforcing the performance required under the being cured may be cured. In any case, in addition to curing the default or defaults, the 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 amount provided

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 in said notice, and the said parcels of land shall be sold in severalty, or in parcels, as the trustee shall determine, and the parcels shall be sold at public auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form of regular deed, and the title to the property so sold, and any claim or right of redemption, express or implied, shall be conclusively determined by the deed so made, and the truthfulness thereof. Any person, excluding the trustee, but including*

8. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the compensation of the trustee, (3) the interest due on the debt secured by the obligation secured by the trust deed, (4) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of the court and (5) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

10. Beneficiaries may from time to time appoint a successor or successors.

10. Beneficiary may—The trustee herein or to any successor trustee appointed here-
under, upon such appointment, and without conveyance to the successor
trustee, the latter shall be vested with all title powers and authority
upon any trustee herein named or appointed hereunder. Each such appointment,
and substitution shall be made by a document executed by Beneficiary,
which, when recorded in the mortgage records of the county or counties in
which, when such is situated, shall be conclusive proof of proper appointment

9. At any time and from time to time, the grantor, in consideration of the sum of \$100,000 (one hundred thousand dollars) to the grantee, hereby acknowledges it is made a public record of this deed and the note for the purpose of establishing the priority of the grantee's interest in the property described herein. The grantee hereby agrees to be obligated to notify any party asserting a pending sale under any other deed of record in the county of full reconveyances, for 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

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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 *Garret Dean Hilyard*
 GARRET DEAN HILYARD
 X *Betty Jean Hilyard*
 BETTY JEAN HILYARD

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on July 24, 1994,
 by Garret Dean Hilyard, Betty Jean Hilyard

This instrument was acknowledged before me on _____, 19____,
 by _____
 as _____
 of _____



OFFICIAL SEAL
 BARBARA ADAMS
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 208322
 MY COMMISSION EXPIRES SEP 14, 1997

Barbara Adams
 Notary Public for Oregon

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.

GARRET DEAN AND BETTY JEAN
 HILYARD

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

STATE OF OREGON, } ss.
 County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE
 By _____ Deputy

14616

HILYARD, HILYARD, HILYARD
EXHIBIT "A"

A parcel of land situated in the NW $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 E.W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a point where the North line of U.S. a Bureau of Reclamation canal intersects the East Line of the Klamath Falls-Merrill Highway and from said point the Southwest Corner of said NW $\frac{1}{4}$ bears S. 06°37'03" W. 286.70 feet; thence N. 00°36'45" E. on said East Line, 870.60 feet; thence N. 86° 42'52" E., 158.29 feet; thence N. 88°59'57" E., 194.71 feet to the West Line of the A-7-N Canal; thence southerly on said West Line the following courses and distances: S. 13°43'W., 22.24 feet; thence on a 522.00 foot radius curve to the left, 148.81 feet; thence S. 02°37' E, 146.90 feet; thence on a 210.50 foot radius curve to the right, 118.18 feet; thence S. 29°33'W., 324.35 feet; thence on a 540.20 foot radius curve to the left, 147.98 feet; thence S. 10°43'W., 34.43 feet to the intersection of the West line of said A-7-N Canal with the North Line of first mentioned U.S. Bureau of Reclamation Canal; thence N. 89°37'22"W. on said North line 104.86 feet to the Point of Beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank
of July A.D. 19 91 at 11:15 o'clock A M., and duly recorded in Vol. M91 day
of Mortgages on Page 14614.

FEE \$ 18.00

Evelyn Biehn County Clerk

By Pauline M. Muelandere