

Vol. m91 Page 20849

6TH

SEPTEMBER

99 91

between

THIS TRUST DEED, made this 6TH day of SEPTEMBER, 19
WAYNE A. CONNORS AND PAMELA J. CONNORS AS TENANTS BY THE ENTIRETY

as Grantor, WILLIAM P. BRANDSNESS

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"

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
 FORTY TWO THOUSAND AND 00/100-----

sum of FOURTY TWO THOUSAND AND 00/100 ----- Dollars, with interest thereon according to the terms of a promissory
(\$42,000.00) ----- 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 SEPTEMBER 15, 19 92. **WITH RIGHTS TO RENEWALS AND FUTURE ADVANCES**
This instrument is the date, stated above, on which the final installment of said note was paid to be paid to be

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 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; the beneficiary may require and to pay for filing same in the public office; the beneficiary may require and to pay for filing same in the public office or offices, as well as the cost of all lien searches and other expenses incident to the filing of the same; the beneficiary may require and to pay for filing of the same 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 hazards as the beneficiary may from time to time require, in an amount not less than \$ **POLL AMOUNT**, written in complete and acceptable to the beneficiary, with loss payable to the beneficiary, and such 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 any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The beneficiary may procure the same at grantor's expense in such order as beneficiary may determine, or may determine to release the entire amount so collected, or any part thereof, and the same may be released to grantor. Such application or release shall not constitute a release of the grantor from his obligation to insure, nor shall it cure or waive any default or notice of default hereunder or invalidate any act done 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 before any part of such taxes, assessments or other charges become past due or delinquent and promptly to pay receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by tendering beneficiary with funds with which to make such payment, the beneficiary may, at its option, make payment thereof, and the nonpayment thereof, with interest at the rate set forth in the note secured by this deed, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the sums secured by this trust deed, without waiver of any rights of the beneficiary from breach of any of the covenants hereof and for such part of the obligations hereof as the beneficiary hereinbefore described, as well as the grantor, shall be bound to the extent that the same are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable by the grantor, and the nonpayment thereof shall, at the option of the beneficiary, 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. . . . and defend any action or proceeding purporting to

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of the 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 all costs and expenses, including evidence, and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees 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:

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, if so elected, to require that all or any portion of the amount payable as compensation for such taking, which are attorney's fees necessarily paid or to pay all reasonable costs, expenses and disbursements, shall be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and attorney's fees, applied by it first to all reasonable costs and expenses and attorney's fees, both in and out of trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the taking of such actions 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. From time to time upon written request of beneficiary

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 for endorsement (in case 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

granting any easement or creating any restriction thereon; (c) loan in any subordination or other agreement affecting this deed or the lien on the property thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "first" or "second" person legally entitled thereto," and the recitals therein of any covenants 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 attorney or any security for the indebtedness secured, enter upon and take possession of said property and the income therefrom, and collect and receive all the same issues and profits, including those past due and unpaid, and all the same costs and expenses of operation and collection, including reasonable attorney's fees upon any 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 tire 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.

[illegible]

notice thereof as then required by Section 86.753 or 86.795.

13. If the ORS trustee has commenced foreclosure by advertisement under the sale, and at any time prior to 5 days before the date the trustee commences the sale, the grantor or any other person so privileged by the ORS may cure the default or defaults. If the default or defaults may be cured by paying the sums secured by the trust deed due at the time of the cure other than such portion as is already due, the cure shall be made by tendering the sum payable of the entire amount due at the time of the cure other than such portion as is already due. If no cure had no default occurred. Any other default required under the being cured may be cured by tendering the sum in addition to curing the default or obligation or trust deed. In any event, the cure shall pay to the beneficiary all costs and expenses incurred by the trustee in enforcing the obligation of the trust deed and expenses incurred by the trustee and attorney's fees not exceeding the amounts provided for in the instrument with respect to enforcement of the obligation of the trust deed and by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels to the highest bidder for cash, payable at the time of sale. The Trustee shall deliver to the purchaser without any covenant or warranty, express or implied, the property sold, together with all the rights and interests therein. The recitals in the deed of any matters of fact shall be conclusive evidence of the truthfulness thereof. Any person, including the Trustee, who is a party to the sale shall be liable for the sale price, including the ad valorem tax, to the purchaser.

15. When 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 a reasonable charge to the trustee for the services of the attorney, (2) to the obligation secured by the trust deed of the trustee in the trust deed as their interests may appear in the order of their priority and (3) the balance of the proceeds of sale 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 any trustee herein named or appointed hereunder. Every such appointment and substitution shall be made by written instrument duly executed and recorded 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. If the grantor or grantors 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 699.505 to 699.565.

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.

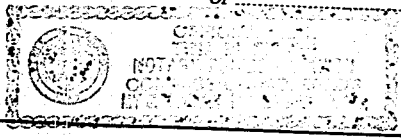
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or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

Wayne A Connors
WAYNE A CONNORS
Pamela J Connors
PAMELA J CONNORS

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on October 2, 1991,
by Wayne A Connors and Pamela J Connors
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



Tina M. Fisher
My commission expires 3-10-95 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.

WAYNE A & PAMELA J CONNORS

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, }
County of _____ } ss.

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

20851

MTC NO: 26006

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lots 19, 20, 21, Block 9, BUENA VISTA 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, being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the most Northerly corner of Lot 21, said Block 9, thence South 74 degrees 22' 00" West 99.13 feet to a 1/2 inch iron pin; thence South 32 degrees 25' 35" West 105.61 feet to a 5/8 inch iron pin on the Southerly line of Lot 19; thence South 59 degrees 06' 10" East along said Southerly line 53.0 feet; thence Northeasterly to the point of beginning, with bearings based on Survey No. 4476, as filed in the Klamath County Engineers Office.

TOGETHER WITH an easement for ingress and egress over and across Lots 22 and 23 of Block 9, BUENA VISTA ADDITION to The City of Klamath Falls, more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Northerly corner of Lot 21, Block 9, BUENA VISTA ADDITION; thence South 15 degrees 38' 00" East 54.39 feet to a 5/8 inch iron pin; thence North 31 degrees 07' 46" East, 3.55 feet; thence North 49 degrees 17' 30" East 72 feet, more or less to a point on the Westerly line of Lot 23; thence Southeasterly 50 feet, more or less, to a 1/2 inch iron pin marking the Southeast corner of Lot 23; thence South 49 degrees 17' 30" West, 108.38 feet to a 5/8 inch iron pin; thence South 31 degrees 07' 46" West 26.96 feet to a 5/8 inch iron pin; thence North 15 degrees 38' 00" West 41.18 feet to the point of beginning, with bearings based on Survey No. 4476 as filed in the Klamath County Engineers Office.

ALSO TOGETHER WITH an easement for ingress and egress to be 30 feet in width, being more particularly described in Agreement for Easement dated July 11, 1989 and recorded July 12, 1989 in Volume M89, page 12705, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank
of Oct. A.D., 19 91 at 10:24 o'clock AM., and duly recorded in Vol. M91 day
of Mortgages on Page 20849
FEE \$18.00
By Evelyn Biehn County Clerk
Gordon M. Muelhahn