에게 잘 해외했다. 이렇게 다 가 있는 것 같아요. 그는 것 같아요. <mark>그리지 않는 것 같아요.</mark> 것 것 같아요. 그는 것 같아요. 것 같아요. 가 나 가 나 가 나 가 나 가 나 가 나 가 나 가 나 가 나 가	COPYRIGHT 1990 STEVENS-NESS LAW PUBLISHING CONTENTS			
FORM No. 881—Oregon Trust Deed Series—TRUST DEED. NE 38503 TRUST DEED	and the second	_Page 25851		
THIS TRUST DEED, made this9TH	DECEMBER TENANTS BY THE ENTI	, 19.91, between RETY		
as Grantor, WILLIAM P BRANDSNESS		, as Trustee, and		
as Grantor,	egeneration and a second s			
	and the second			
as Beneficiary, WITNESSET Grantor irrevocably grants, bargains, sells and conveys	H: o trustee in trust, with p	ower of sale, the property		
Grantor irrevocably grants, burgano, burgano, described as:	an a			
SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MAN	DE A PART HERETO	n de la companya de l La companya de la comp		
		n an		
- 1. 1. <b>- 1. 2. 1. 1. 1. 1</b> 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.				

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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereoi, if note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereoi, if not sooner paid, to be due and payable JUNE 11, 1992 WITH RIGHTS TO9-FUTURE ADVANCES AND RENEWALS 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 determined

Pre d

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 inder the right of eminent domain or condemnation, beneliciary shall have the inder the right of eminent domain or condemnation, beneliciary shall have the inder the right of eminent domain or condemnation, beneliciary shall have the inder the right of eminent domain or condemnation, beneliciary shall have the inder the right of eminent domain or condemnation of the amount required to pay all reasonable costs, expenses and altorney's new necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and poplied by it first upon any ressonable costs and expenses and altorney's lees, both in the trial and appellate courts, necessarily paid or incurred by bene-ticiary in such proceedings, and 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 com-pensation, promptly upon beneficiary's request. Bilary, payment of its lees and presentation of this deed and the note for indorsement (in cose of full reconveyances, for cancellation), without altering the liability of any person lor 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 allecting this deed or the lien or charge thereol; (d) reconveyance may be described as the "person or persons figure in any reconveyance may be described as the "person or persons legally entitled thereos" and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereoil. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any delault by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be any time without notice, either in person, by agent or by a receiver to be any time without notice, either in person, by agent or by a receiver to be any time without notice, either in person, by agent or by a receiver to be the observed of the truthfulness thereoil. Trustee's lees thereby a court, and without neter upon and take possession of said prop-the indebtedness hereby secured, neter and upid, and apply the same, issues and prolits, including those past due and unpaid, and apply the same. Iliciary may determine. If the entering upon and taking possession of said property, the collection of such recits, issues and prolits, or the proceeds of tire and other insurance policies or compensation or avaids for any taking or damage of the property, and the application or release thereod as aloresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such notice.

property, and the application or release thereof as aloresaid, shall not cure of 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 proceed to foreclose this trust deed below the beneficiary at his election may proceed to foreclose this trust deed over the beneficiary at his election may proceed to foreclose this trust deed advertisement and sale, or may direct the trustee to pursue any other right or the beneficiary elects to foreclose the beneficiary may advertisement and sale, the beneficiary of in equity, which writes end pursue any other right or the beneficiary elects to foreclose the trustee to pursue any other right or the trustes shall execute and cause to be recorded his written notice of default and his election to sell the said exective and proceed to foreclose this trust deed notice thereof as then require to be a property to satisfy the obligation and his election to sell the said as shall fix the time and place of sale. Give notice thereof as then require to 5 days before the date the trustee conductions are all any time of the forestore of 5 days before the date the truste conduction and his election of any other persons so privileged by ORS 86.73, may cure sale, the grantor or my other persons so privileged by ORS 86.73, may cure sale, the grantor or my other not sold as be cure of by as a point as would entire amout due at the time of the cure other than such portion as would not then bed on her and to course of any chain any case, in addition of the brute default or obligation of trust deed. In any case, in addition of the brute and be of the infact or my be cured by tendering the polition of the trust deed in any case, secure and any case, in addition of the brute default or obligation or trust deed. In any case, in addition of the brute and the default or obl

together with trustees and attorney's lees not exceeding the amounts provided by law. 4. 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 postpond as provided by law. The trustee may sell said property either in one porcel or in separate parcels and shall sell the parce or oractels at suction the highest bidder for cash, psyable at the time of all. Trustee shall operty so sold, but without any coverant or warranty, express or im-tight of the trustee sells provided by law conveying the grantor and beneficiary, may purchase at the sale. Suct the trustee, but including the grantor and beneficiary, may purchase at the sale. Such the trustee, but including the grantor and beneficiary, may purchase at a resonid determ, trustee shall apply the proceeds of sale to payment of (1) the exprense of sale, in-cluding the compensation of the trustee and a resonid charge by itrustee's attorney. (2) to the obligation secured by the trust deed. (3) to all persons the such and the truste sells proved to the trustee in the trust attorney. (3) to the obligation secured by the trust deed. (4) the surplus, it any, to the granter to the interest of the trustee in the trus-ted in the subsequent to the subsequent in interest entitled to such surplus.

deed as their inferents may appear to the successor in interest entitled to such surplus, it any, to the granter or to the successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or success under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be veried with all title, powers and duties conferred trustee, the latter shall be veried with all title, powers and duties conferrent and substitution shall be made by written instrument executed by beneliciary which, when recorded in the made by written instrument executed by beneliciary of the successor frustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is not public record as provided by law. Trustee is not obligated to notify any party herto of prending sale under any other deed of brust or of any action or proceeding in which granter, beneliciary or trustee shall be a party unless such action or proceeding is brought by trustee.

active member of the Oregon State Bar, a bark, trust company States, a title insurance company authorized to insure title to real hereof, or an escrow agent licensed under ORS 696.505 to 696.555. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an or savings and loan association authorized to do business under the laws of Or property of this state, its subsidiaries, affiliares, agents or branches, the United S who is an act he United State

*n* 

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.

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 teminine 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.

WILLIAM D HIRENGEN

VIRGANNIA J

My commission expires

\* 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.

TO:

2

DATED:

HIRZNGEN STATE OF OREGON, County of Klamet E OF OREGON, County or <u>International December</u> 1, 19. This instrument was acknowledged before me on <u>December</u> 1, 19. William D. Hurengen and Virginia J. Hurengen .....) ss. This instrument was acknowledged before m by ..... as 200000000000 OFFICIAL SEAL TINA M, FISHER NOTARY PUBLIC - OFFICIAL COMMISSION NO. CONT IN LUMISSUE EPHIES MAR M. 5 lina ŝ Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE

used only when obligations have been paid

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

Beneficiary

3-10

25852

or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconvey vill t

TRUST DEED (FORM No. 881) STEVENS-INESS LAW PUB. CO., FORTLAND. ORE.		STATE OF OREGON, County of
WILLIAM D AND VIRGINIA J HIRENGEN	SPACE RESERVED	was received for record on the
Grantor SOUTH VALLEY STATE BANK Beneticiary	FOR RECORDER'S USE	page or as fee/file/instru- ment/microfilm/reception No, Record of Mortgages of said County. Witness my hand and seal of
AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK 801 MAIN STREET KLAMATH FALLS OR 97601		County affixed.

25853

## EXHIBIT A

A PARCEL OF LAND SITUATED IN THE SW1/4SW1/4SE1/4 OF SECTION 14 AND NW1/4NW1/4NE1/4 OF SECTION 23 TOWNSHIP 39 SOUTH, RANGE 8 E.W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 14 WHICH IS ALSO COMMON TO NORTH QUARTER CORNER OF SECTION 23; THENCE NORTH ALONG THE WEST LINE OF SE1/4 OF SECTION 14 A DISTANCE OF 523.0 FEET TO A 5/8" IRON PIN; THENCE SOUTH 38°25' EAST 759.7 FEET TO A 5/8" IRON PIN WHICH IS ALSO ON THE NORTHERLY RIGHT OF WAY OF KLAMATH FALLS TO ASHLAND HIGHWAY; THENCE SOUTH 55°14' WEST 574.65 FEET ALONG THE NORTHERLY RIGHT OF WAY OF KLAMATH FALLS TO ASHLAND HIGHWAY, TO A 5/8" IRON PIN; THENCE NORTH 400.00 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 23 TO THE POINT OF BEGINNING.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request	of	S. Valley Stat	e Bank	the11th	day
of Dec.	A D 19 91	at 12:12	o'clock P_M., and d	uly recorded in VolM	21,
OIDec	- A.D., D =	Mortgag		51	
	UI		Evelyn Biehn	County Clerk	
FEE \$18.00			By Qoules	a Mullendere	······································