

Vol. m 92 Page 3392

as Beneficiary,

WITNESSETH:

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" FOR LEGAL DESCRIPTION

24980 SCHAUPP ROAD, KLAMATH FALLS, OR 97603

24980 SCHAUPP ROAD, KLAMATH FALLS, OR 97603

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.

PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the

RIGHTS TO FUTURE ADVANCES AND RENEWALS---

[illegible]

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE PROMISOR, THE PROMISOR HAS GRANTED TO THE PROMISEE, BY THIS INSTRUMENT, ALL RIGHTS TO FUTURE ADVANCES AND RENEWALS OF THE LOAN, TOGETHER WITH THE RIGHT TO PREPAY THE LOAN AT ANY TIME WITHOUT PENALTY OR COST TO THE PROMISEE. THE LOAN IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

sum of SIXTY THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note bearing date of this day of June, 1967, and to the final payment of principal and interest hereof, if any, on or before the date of maturity of the note.

(60,000.00)

Made beneficiary or order and made by grantor, the final payment of principal and interest hereof, if any, on or before the date of maturity of the note.

67 WITH RIGHTS TO FUTURE ADVANCES

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE PROMISOR HEREIN, THE PROMISOR HAS GRANTED TO THE PROMISEE, BY THIS INSTRUMENT, A SUM OF SIXTY THOUSAND AND NO/100-----DOLLARS, WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS OF THE SUM OF (60,000.00)-----DOLLARS, WITH INTEREST THEREON ACCORDING TO THE TERMS OF A PROMISSORY NOTE DATED FEBRUARY 5, 1997 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS, THE FINAL PAYMENT OF PRINCIPAL AND INTEREST WHEREOF, IF NOT SOONER PAID, TO BE DUE AND PAYABLE TO THE PROMISEE ON THE DATE, STATED ABOVE, ON WHICH THE FINAL INSTALLMENT OF SAID PROMISSORY NOTE SECURED BY THIS INSTRUMENT IS THE DATE, PART THEREOF, OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE PAID TO THE PROMISEE, OR THE SURVIVORS OF THE PROMISOR, OR THE ESTATE OF THE PROMISOR, OR THE ESTATE OF THE BENEFICIARY.

The date of maturity of the debt secured by this instrument is the date, stated above, when the principal sum of the debt 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:

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed when due all costs incurred therefor.

3. To comply with all laws, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to cause the financing statements pursuant to the Uniform Commercial Code to be filed in the public office of the jurisdiction in which the property is located; if the beneficiary may require and to pay for all lien searches made by the public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary; to cause and continuously maintain insurance on the building for the full replacement value of the building, or damage by fire.

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 desire, from time to time require, in an amount not less than \$ **FULL AMOUNT**, written in ink, acceptable to the beneficiary, with loss payable to the latter; also, companies insuring shall be delivered to the beneficiary as soon as insured policies of insurance shall be delivered to procure any such insurance and if the grantor shall fail for any reason at least fifteen days prior to the expiration of said policy to deliver said policies to the beneficiary or to procure any such insurance, he shall deliver said policies to the beneficiary now or hereafter placed on said buildings of any policy of insurance the same at grantor's expense. The amount of the beneficiary may procure the same at grantor's expense to be applied by beneficiary under any life or other insurance policy may be applied by beneficiary collected under any indebtedness secured hereby and the entire amount so collected, or any part thereof, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a discharge of the debt of the beneficiary and shall not cure or waive any default or notice of default hereunder or invalidate any action pursuant to such provisions.

5. The beneficiary agrees to pay free from construction liens and to pay a lien claimant who has been assessed upon the building or buildings covered by this contract, the full amount of such assessment.

any part thereof, may be by default or notice of default hereunder or otherwise
not cure or waive any such notice.
act done pursuant 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 subsequent and promptly deliver receipts therefor
become past due if the grantor fail to make payment of any taxes, assess-
ment or charge; should the grantor fail to do so, by grantor, either by
payments, insurance premiums, liens or other charges payable with funds with which to
by direct payment or by providing beneficiary option, make payment thereof,
and the amount so paid, with interest at the rate set forth in the note secured by
this deed, and the amounts described in paragraphs 6 and 7 of this deed, of this
hereby, together with added to and become a part of the debt secured by this
trust deed, shall constitute waiver of any rights arising under as aforesaid, the prop-
erty interests heretofore and for such payments, with interest as aforesaid, the prop-
erty interests heretofore described, as well as the grantor, shall be bound to the
beneficiary hereinbefore described, as well as the grantor, shall be bound to the
same extent that they are and such payments shall be immediately due and payable with-
described, and all such payments shall be immediately due and payable with-
out 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
constitute a breach of this trust deed.

expenses of this trust including the cost of

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.

in connection with the same, 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
the trial court, the appellate court, and the supreme court, to pay all costs and expenses, in-
cluding evidence of title and the beneficiary's or trustee's attorney's fees; the
amount of trial court and in the event of an appeal from any judgment or
order of the trial court, grantor further agrees to pay such sum as the ap-
pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-
ney'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 it so elects, to require that all or any portion of the monies payable in compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees, incurred by grantor in any reasonable costs and expenses and attorney's fees, applied by it first upon appellate courts, necessarily paid and incurred by beneficiary in the trial and appellate courts, and the balance applied upon the indebtedness of beneficiary 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 compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and disbursements of this deed and the note for beneficiary, payment of its fees and disbursements for cancellation), without endorsement (in case of full conveyances, for cancellation), without endorsement the liability of any person for the payment of the indebtedness; (b) join in (a) consent to the making of any map or plat of said property; (c) 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 "persons" persons grantee in any reconveyance may be described as the "persons" 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 mentioned items shall be 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 without notice, and without regard to the adequacy of any security provided by a court, and without regard to the adequacy of said property, if the indebtedness hereby secured, enter upon and take possession of said property, if the indebtedness hereby secured, enter upon and take possession of said property, collect the rents, issues or profits thereof, in its own name sue and/or recover, collect the rents, issues or profits thereof, in its own name sue and/or recover, collect the rents, issues or profits, including those past due and unpaid, and apply the same, including those past due and unpaid, and apply the same, including those past due and unpaid, and apply the same, towards the principal and expenses of operation and collection, and in such order as beneficiary's fees upon any indebtedness secured hereby, and in such order as beneficiary's fees upon any indebtedness secured hereby, and in such order as beneficiary's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. Upon taking possession of said property, the beneficiary shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the same, and the proceeds of such sale, lease, conveyance, mortgage, or other disposition shall be applied to the payment of the indebtedness hereby secured, and the balance of the proceeds shall be paid to the grantor or to the grantor's estate.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire 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][illegible]

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 is postponed as provided by law. The trustee may sell said parcels either in one parcel or in separate parcels and shall receive the highest bid or bids at the time of sale. The trustee shall deliver to the purchaser the deed in form as required by law concerning the property and the same without any covenant or warranty, and the purchaser shall deliver to the trustee the purchase price in cash or in promissory notes or recitals in the deed of any matters or conditions, including the truthfulness thereof. Any purchase of the property shall be made in the purchase at the sale.

15. When trustee sells pursuant to the payment of (1) the expenses of sale, in full, shall apply the proceeds of the trustee and a reasonable charge to all persons having recorded liens subsequent to the interest of their priority and those not having recorded liens subsequent to the interest of their priority and such deed as their interests remain due from time to time appoint a successor or successors.

16. Beneficiary may from time to time appoint a successor trustee appointed here-
s to any trustee named herein or to any trustee without compliance to the successor
under. Upon such appointment with all title, powers and the same, the appoint-
and trustee, the latter herein named in the appointment recorded by beneficiary.
and substitution shall be made by the trustee or the agent of the county or county
which, when recorded in the mortgage recorded, shall be conclusive proof of proper appointment
which the proper trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made of public record as provided by law. Trustee is not obligated to notify any party hereto of pending suit under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee may 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 696.505.

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:
(a) ~~primarily for grantor's personal, family or household purposes (see Important Notice below).~~
(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.

LARRY E. SMITH

SUZANNE K. SMITH

STATE OF OREGON, County of KLAMATH) ss.
This instrument was acknowledged before me on FEBRUARY 14, 1992,

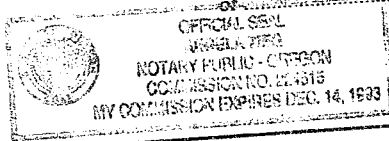
by LARRY E. SMITH AND SUZANNE K. SMITH, 1992,

This instrument was acknowledged before me on _____, 19____,

by _____,

as _____,

of _____,



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 _____, 19____.

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. 681)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

LARRY E. SMITH

SUZANNE K. SMITH

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

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/roll/volume No. _____ on page _____ or as fee/fil/instrument/microfilm/reception No. _____. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By _____ TITLE _____ Deputy

EXHIBIT "A"

The E 1/2 SE 1/4 of Section 10, The SW 1/4 and that portion of the SE 1/4 of Section 11 lying Southerly of Schaupp Road; The NW 1/4 NW 1/4 of Section 14, and the E 1/2 E 1/2 of Section 15, All in Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

LESS AND EXCEPT Parcel described below:

A tract of land situate in the SE 1/4 of Section 11, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said SE 1/4 of Section 11; thence North 89 degrees 04' 44" West on the South line of said SE 1/4, 2600.43 feet to the Southwest corner of said SE 1/4; thence North 00 degrees 12' 23" East on the West line of said SE 1/4, 1980.60 feet; thence South 89 degrees 04' 59" East, 1301.61 feet; thence North 00 degrees 14' 48" East, 580.98 feet to the Southerly line of Schaupp Road; thence Southeasterly on said Southerly line the following courses and distances: on the arc of a 234.63 foot radius curve to the left 16.59 feet; North 89 degrees 30' 20" East, 364.88 feet on the arc of a 328.10 foot radius curve to the right, 256.16 feet; South 45 degrees 45' 40" East, 612.83 feet; on the arc of a 220.99 foot radius curve to the left, 266.35 feet to the intersection of the Southerly line of Schaupp Road with the East line of said SE 1/4; thence South 00 degrees 17' 13" West on said East line, 2022.43 feet to the point of beginning.

LARRY E AND SUZANNE K SMITH
[Handwritten signatures]

Continued on next page

EXHIBIT "A" CONTINUED

EXCEPTING THEREFROM a tract of land situated in the SE 1/4 of Section 11, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said SE 1/4 of Section 11; thence North 00 degrees 12' 23" East on the West line of said SE 1/4, 1980.60 feet; thence South 89 degrees 04' 59" East, 1301.61 feet; thence North 00 degrees 14' 48" East, 580.98 feet to the Southwesterly line of Schaupp Road; thence Southeasterly on said Southwesterly line the following courses and distances: on the arc of a 234.63 foot radius curve to the left, 16.59 feet; North 89 degrees 30' 20" East, 364.88 feet; on the arc of a 328.10 foot radius curve to the right, 256.16 feet; South 45 degrees 45' 40" East, 511.60 feet; thence leaving said Southwesterly line South 05 degrees 15' 44" West, 368.39 feet; thence South 51 degrees 28' 17" West, 478.62 feet; thence South 00 degrees 16' 01" West, 138.20 feet; thence North 89 degrees 04' 54" West, 325.29 feet; thence South 00 degrees 15' 24" West, 1320.47 feet to the South line of said SE 1/4; thence North 89 degrees 04' 44" West on said South line, 1550.97 feet to the point of beginning.

CODE 15 MAP 4011-1500 TL 100
CODE 233 MAP 4011 TL 1800
CODE 233 & 236 MAP 4011 TL 2100
CODE 236 & 233 MAP 4011 TL 2100
CODE 16 MAP 4011 TL 3400

LARRY E AND SUZANNE K SMITH

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 19th day
of Feb. A.D., 19 92 at 3:47 o'clock P. M., and duly recorded in Vol. M92
of Mortgages on Page 3392
By Evelyn Biehn County Clerk
Pauline M. Mendenhall

FEE \$25.00