Vol.<u>ma2</u> Page <u>9097</u> 🏶 44139 TRUST DEED APRIL 23RD THIS TRUST DEED, made this 23RD day of APRIL , 19 92 , between WERNER BRUNN AND VIRGINCITA BRUNN 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

LOT 33, BLOCK 35, FIFTH ADDITION TO KLAMATH RIVER ACRES, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

PHYSICAL ADDRESS: 11611 WHITE GOOSE DRIVE, KENO, OREGON 97627

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.

THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY THOUSAND AND NO/100----

----- (\$30,000.00) ---- Dollars, with interest thereon according to the terms of a promissory

KLAMATH County, Oregon, described as:

nerein, 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; 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 ion in executing such linancing 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 lies searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary say and property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneliciary say reall as the cost of all lien searches made by the proper public office or offices, as really as the cost of all lien searches made by the beneliciary. Provide and continuously maintain insurance on the buildings now or hereafter exected on the said premises against loss or damage by fire an anomal not less than \$\frac{3}{2}\$ on the total provide and continuously maintain insurance on the buildings now of hereafter exected on the said premises against loss or damage by fire an amount not less than \$\frac{3}{2}\$ on the beneliciary may from time to time require, in an amount not less than \$\frac{3}{2}\$ on the beneliciary with loss payable to the latter; all policies of insurance shall be delivered to the beneliciary as soon as insured; if the stantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneliciary of the provide the same at grantor \$\frac{3}{2}\$ expense. The amount collected under any fire or other insurance policy may be applied by beneliciary under the same at grantor \$\frac{3}{2}\$ expense. The amount collected under any fire or other insurance policy may be applied by beneliciary may determine, or at option of beneliciary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not 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 and other charges become past due or delinquent and promptly deliver receipts thesically to the property between the payment, beneliciary may, at i

It is autually 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 as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by 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 executes 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 lees and presentation of this deed and the note for endorsement (in case of full reconveyances for cancellation), without allecting 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 essement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereoff of reconvey, without warranty, all or any part of the property. The restriction is any reconveyance may be described as the "person or persons regally entitled thereto." and the recitals therein of any matters or facts shall be conclusive proof of the truthuliness therein of any matters or facts shall be conclusive proof of the truthuliness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by frantor 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 adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues 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 live 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 perfermance of any astrement hereunder. time being of the property in his perfermance of any astrement hereunder.

waive any delault or notice of delault 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 sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable. In such any devent the beneficiary at his election may proceed foreclose this trust deed by in equity, as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, but direct the beneficiary may have. In the event remedy, either at law or in equity, but direct the beneficiary may have. In the event the beneficiary election to all cases to be recorded his written notice of default and his election to sell the trustee that lix the time and place of sale, give notice thereby whereup equited by law and proceed to foreclose this trust deed in the manner of provided in ORS 86.735 to 86.795.

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 cure the default or defaults. If the default consists of a failure to pay, when due sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default obligation of trust deed. In any case, in addition to curing the default obligation of trust deed. In any case, in addition to curing th

together with trustee's and attorney's less 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 shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers povided herein, trustee shall apply the proceeds of sale to payment of the expenses of sale, including the compensation of the trustee and a (15) 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 their priority and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor of successor.

surplus, it 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 herein or to any successor trustee appointed herein or to any successor trustee appointed the successor trustee. The latter shall be vested with all life, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the country 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 other 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.

9098

The grantor	covenants and	agrees to	and	with the	beneficiary	and	those	claiming	under	him. that	he is law	,.
fully seized in fee	simple of said of	lescribed	real p	roperty a	and has a v	alid,	uneno	cumbered	title t	hereto		

and that he will warrant and forever defend the same against all persons whomsoever.

m	
The grantor warrants that the proceeds of the loan represented by his kind of the loan represented by the loan represented by the loan organization, or (even if grantor is a natural person)	y the above described note and this trust deed are: of AdeNbipphrant/Notice below) \\ are for business or commercial purposes.
This deed applies to, inures to the benetit of and binds all part personal representatives, successors and assigns. The term beneticiary s secured hereby, whether or not named as a beneticiary herein. In const tender includes the teminine and the neuter, and the singular number in	
IN WITNESS WHEREOF, said grantor has hereun	
* 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 to beneficiary MUST comply with the Act and Regulation by making required	X Werner Brunn X Form , ento Sum
disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.	VIRGINCITA BRUNN
STATE OF OREGON, County of	Klanch)ss.
This instrument was acknowl	edged before me on April 24, 1992 Winginsita Bayan
This instrument was acknowledged	edged before me on
	, 17,
OFFICERL SEAL. TERRIE HINCHEE	
NOTARY PUBLIC-OREGON	
COMMISSION NO. 003699 MY COMMISSION EXPIRES FEB. 12, 1995	I Me I Hinches
	Notary Public for Oregon
	ly commission expires 2-12-75
REQUEST FOR FULL To be used only when obliq	
	controls nove been paid.
TO:, Trustee	
The undersigned is the legal owner and holder of all indebtedne	ss secured by the toregoing trust deed. All sums secured by said
trust deed have been fully paid and satisfied. You hereby are directed said trust deed or pursuant to statute, to cancel all evidences of ind	, on payment to you of any sums owing to you under the terms o
herewith together with said trust deed) and to reconvey, without warra	nty, to the parties designated by the terms of said trust deed the
estate now held by you under the same. Mail reconveyance and docum	rents to
DATED: 19	the state of the s
DAILD:	
	Beneticiary
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	STATE OF OREGON.
(FORM No. 881)	County ofKlamath sss.
STEVENS-NESS LAW PUB, CO., PORTLAND, ORE.	I certify that the within instrument
WERNER BRUNN	was received for record on the 28thday
	- anni 10 07

SOUTH VALLEY STATE BANK 801 MAIN STREET KLAMATH FALLS, OR 97601

VIRGINCITA BRUNN

SVSB

AFTER RECORDING RETURN TO

Beneticiary

SPACE RESERVED FOR RECORDER'S USE

Fee \$15.00

Witness my hand and seal of County affixed.

.....Evelyn Biehn County Clerk.
NAME
By Cauline Mills role Deputy