51631		TRUST DEED	Vol.m92Pa	ge 22774@
THIS TRUST DE BIBLE BAPTIST CHUR	EED, made this 16TH RCH, AN OREGON NON-	day of PROFIT CORPORAT	JUNE ION	
as Grantor, WILLIAN	M P BRANDSNESS			, as Trustee, and
SOUTH N	VALLEY STATE BANK	. De Kolonia kan Kolonia (Kolonia)		
as Beneficiary,  Grantor irrevocabi	ly grants, bargains, sells	WITNESSETH:	istee in trust, with power	and the second of the second o
in KLAMATH	County, Oregon	, described as:	en e	
SEE ATTACHED EXHIBIT	Γ "A" BY THIS REFER	ENCE MADE A PAR	T HERETO. 3 THAN 19 TO THE CONTROL OF T	
ADDRESS: 4849 SOUTH	I SIXTH STREET, KLA	MATH FALLS OR	97603	
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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 -----ONE HUNDRED THIRTY THOUSAND AND NO/100 (\$130,000.00)-----

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereot, it not sooner paid, to be due and payable AUGUST 1 , 19 97 WITH RIGHTS TO FUTURE ADVANCES AND

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said the 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; not 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 allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling 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.

join in executing such imancing suscensions, as well as the cost of all lien searches made 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 erected on the said premises against loss or damage by line and such other hazards as the fuentingary may from time to time require, in an amount not less than the beneficiary may from time to time require, in an amount not less than the beneficiary may from time to time require, in an amount not less than the beneficiary may from time to time require, in an amount not less than the beneficiary may from time to time require, in an amount not less than the beneficiary may for the termination of the property of the property of the property of the search of the control of the property of the pro

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, it 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 tirst 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 execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request. Upon written request of beneficiary symment of its lees and from time to time upon written request of beneficiary symment of its lees 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) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be expected 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 adequacy of any security of the indebtedness hereby secured, enter upon and take possession of said property indebtedness hereby secured, enter upon and take possession of said property indebtedness hereby secured, enter upon and lading reasonable attorney's less 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 prolits, 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 aloresaid, shall not cure or waive any delault 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 performance, the heneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary et a his election may proceed to loreclose this trust deed in equity as a mortgage or direct the trustee to loreclose this trust deed in the beneficiary at his election may proceed to loreclose this

together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be heid 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 lact shall be conclusive proof of the truthfulness 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 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 by trustees attorney, (2) to the obligation secured by the trust deed, (3) 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. If Reneliciary may trom time to time amounts a successor or interest entitled to such surplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed herein deep to the successor trustee, the latter shall be vested with all title, powers and duties confered upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneliciary, 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. 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 in brought by trustee.

attorney, who is an active member of the Oregon State Bor, a bank, trust company region or the United States, a title insurance company authorized to insure title to real states or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.595. NOTE: The Trust Deed Act provides that the trustee hereunder must be either an atto or savings and loan association authorized to do business under the laws of Oregon property of this state, its subsidiaries, offiliates, agents or branches, the United States

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.

801 MAIN STREET KLAMATH FAULS OR 97601

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The grantor warrant	WANTER THE PROPERTY OF THE PRO	on) are for business or commercial p	and the same of th
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ficiary MUST comply v	the Truth-in-Lending Act and Regulation 2, the Truth-in-Lending Act and Regulation by making required use Stevens-Ness Form No. 1319, or equival is not required, disregard this notice.	1. To Now IN Strong	
osures; for this purpose	use Stevens-Ness Form No. 1377, is not required, disregard this notice.	TIES STANONSON, I	EACON
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## PARCEL 1:

Beginning at a point on the West boundary of Wiard Street (formerly Miller Lane) which point lies South 88 degrees 59' West 50.4 feet and North 0 degrees 59' West a distance of 365 feet from the iron plug in the pavement which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and running thence continuing North 0 degrees 59' West along the above mentioned Westerly right of way line of Miller Lane a distance of 65 feet to a point; thence South 88 degrees 59' West parallel to the above mentioned mid-section line a distance of 134.3 feet, more or less, to a point on the Easterly line of the tract heretofore deeded to Ruby C. Waters and recorded on Page 262 of Book 100, Deed Records of Klamath County, Oregon; thence South 0 degrees 34' East along the Easterly line of said Waters tract mentioned above a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the above mentioned mid-section line a distance of 134.7 feet

## PARCEL 2:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane, which point lies South 89 degrees 49' West along the mid-section line which is also the center line of the Dalles-California Highway, a distance of 50.4 feet and North 0 degrees 59' West a distance of 300 feet from the iron plug in the pavement which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and running thence: continuing North 0 degrees 59' West along the above mentioned Westerly right of way line of Miller Lane, a distance of 65 feet to a point; thence South 89 degrees 59' West parallel to above mentioned mid-section line a distance of 134.7 feet, more or less, to a point in the Easterly line of the tract heretofore deeded to Ruby C. Waters and recorded in Book 100 at Page 262, Deed Records of Klamath County, Oregon; thence South 0 degrees 34' East along the Easterly line of said Waters tract mentioned above a distance of 65 feet to a point; thence North 89 degrees 59' East parallel to above mentioned mid-section line, a distance of 135.2 feet to the point of beginning, in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING parcel deeded to State of Oregon by Bible Baptist Church, an Oregon corporation by instrument dated May 1964, recorded May 12, 1964 in Book 353 at Page 32, Deed Records of Klamath County, Oregon.

### PARCEL 3:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane and 235 feet Northerly from the Southerly line of the NW 1/4 of said Section 2, which is also the centerline of the right of way of the Dalles-California Highway, and which point of beginning, also lies South 88 degrees 59' West, a distance of 50.4 feet along the Southerly line of the NW 1/4 of said Section 2, and North 0 degrees 58' West a distance of 235 feet from the iron pin in the pavement of the Dalles-California Highway, which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and running thence South 88 degrees 59' West parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 135.6 feet, more or less, to a point on the Easterly line of the tract theretofore deeded to C. V. Holmes and Lucille Holmes, and recorded in Book 67 at Page 571, Deed Records of Klamath County, Oregon; thence North 0 degrees 34' West along the Easterly boundary of said Holmes tract mentioned above, a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 135.2 feet to a point which lies on the Westerly right of way line of Miller Lane and is 30 feet Westerly from the centerline of said Miller Lane; thence South 0 degrees 59' East along said Westerly right of way line of Miller Lane, a distance of 65 feet, more or less, to the point of beginning.

### PARCEL 4:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane and 170 feet Northerly from the Southerly line of the NW 1/4 of said Section 2, which is also the center line of the right of way of the Dalles-California Highway and which point of beginning also lies South 88 degrees 59' West, a distance of 50.4 feet along the Southerly line of the NW 1/4 of said Section 2 and North 0 degrees 58' West a distance of 170 feet from the iron pin in the pavement of the Dalles-California Highway which marks the center of Section 2, Township 39 South,

## EXHIBIT "A" CONTINUED

Range 9 East of the Willamette Meridian, and running thence South 88 degrees 59' West parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 136.1 feet, more or less, to a point on the Easterly line of the tract heretofore deeded to C. V. Holmes and Lucille Holmes and recorded in Book 67 at Page 571, Deed Records of Klamath County, Oregon; thence North 0 degrees 34' West along the Easterly boundary of said Holmes Tract mentioned above a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 135.6 feet to a point which lies in the Westerly right of way line of Miller Lane, and is 30 feet Westerly from the centerline of Miller Lane; thence South 0 degrees 59' East along said Westerly right of way line of Miller Lane a distance of 65 feet, more or less, to the point of beginning.

### PARCEL 5:

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the centerline of Wiard Street and 30 feet Northerly from the Southerly line of the NW 1/4 of said Section 2, which is also the centerline of the right of way of the Dalles-California Highway and which point of beginning also lies South 88 degrees 59' West a distance of 50.4 feet along the Southerly line of the NW 1/4 of said Section 2 and North 0 degrees 59' West a distance of 30.0 feet from the iron pin in the pavement of The Dalles-California Highway which marks the center of said Section 2, and running thence South 88 degrees 59' West parallel with the Southerly line of the NW 1/4 of said Section 2 a distance of 68.55 feet, more or less, to the Southeast corner of parcel described in deed from Grace E. McNeal to Harry L. Wiard, et al., recorded in Book 318 at Page 663, Deed Records of Klamath County, Oregon; thence North 0 degrees 54' West along the East line of last mentioned parcel a distance of 140.0 feet to the Northeast corner thereof; thence North 88 degrees 59' East, parallel with the South line of the NW 1/4 of said Section 2, a distance of 68.55 feet, more or less, to a point on the West right of way line of Wiard Street and 30.0 feet West of the centerline thereof; thence South 0 degrees 59' East along said right of way line a distance of 140.0 feet, more or less, to the point of beginning.

LESS AND EXCEPTING portion conveyed to the State of Oregon for the widening of South Sixth Street by Deeds recorded in Book 357 at Page 229, and Book 361 at Page 134, Deed Records of Klamath County, Oregon.

#### PARCEL 6:

Beginning at an iron pin on the Northerly right of way of the Dalles-California Highway which lies South 88 degrees 59' West along the East-West quarter line a distance of 111.83 feet and North 0 degrees 54' West a distance of 30 feet from the iron point in the center of the above mentioned highway which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence: Continuing North 0 degrees 54' West along a line which passes through the center of the 8 inch tile wall of Robinson's Grocery, a distance of 140 feet to an iron pin; thence South 88 degrees 59' West a distance of 74.9 feet to an old pin which was set in 1937; thence South 0 degrees 34' East a distance of 140 feet to a point which lies on the above mentioned highway's North right of way line 30 feet North at right angles from its center; thence North 88 degrees 59' Fast along the said Northerly right of way line a distance of 75.71 feet, more or less, in the SE 1/4 NW 1/4 Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its State Highway Commission, by Deed recorded June 19, 1964 in Book 354 at Page 6, Deed Records of Klamath County, Oregon.

#### PARCEL 7:

The following described real property situated in the County of Klamath, State of Oregon:

Beginning at a point on the South boundary line of the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, 1145 feet East of the Southwest corner of said SE 1/4 NW 1/4 of said Section 2; thence East 80 feet along the South boundary line of said SE 1/4 NW 1/4; thence North 545 feet to a point; thence West 80 feet to a point; thence South 545 feet to the point of beginning.

EXCEPTING THEREFROM all that portion contained in the right of way of the Dalles-California Highway as now constructed.

#### PARCEL 8:

A piece or parcel of land situate in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point which lies East 1073 feet and North 220 feet from the Southwest corner of the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian; thence West 8 feet; thence North 325 feet; thence East 80 feet; thence South 325 feet; thence West 72 feet to the point of beginning; being a portion of that parcel of land conveyed under a deed recorded in Book 232 at Page 59, Deed Records of Klamath County, Oregon.

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# EXHIBIT "A" CONTINUED

PARCEL 9:

A piece or parcel of land situate in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies East 1073 feet and North 155 feet from the Southwest corner of the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, running thence North 65 feet; thence East 72 feet; thence South 65 feet; thence West 72 feet, more or less, to the place of beginning.

STATE OF OREGON: COUNTY OF	KLAMATH:	SS.			20.1
Filed for record at request of		g 17-11-ov	State Bank clock <u>A</u> M., a	nd duly recorded in	30th Vol. <u>M92</u>

A.D., 19 <u>92</u> at \_ 22774\_\_\_\_. Sept. on Page \_ Mortgages - County Clerk Evelyn\_Biehn By Dauline Mulendore

\$ 40.00 FEE