## Vol.mg2 Page 23073 51790 TRUST DEED RANDALL A HIRSCHBOCK 28TH day of SEPTEMBER , 19 92 , between 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 \_\_\_\_\_\_County, Oregon, described as:

LOTS 4 AND 5 IN BLOCK 1 OF SPRAGUE RIVER VALLEY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUTNY CLERK OF KLAMATH COUNTY, OREGON.

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 prolits 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

FIOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY-FIVE THOUSAND EIGHTY-EIGHT AND 18/100-----(\$35,088.18)------

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 30, 1993 WITH RIGHTS TO FUTURE ADVNACES 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. herein, shall become immediately due and payable.

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this inst 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 temove and of maintain said property in good condition and repair, not to commit or permit any waste of sain by building or improvement thereon; not to commit or permit any waste of sain by 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 lilling same in the proper public office or offices, as well as the cost; of all lien searches made by ling officers or searching agencies as may be deemed desirable by the beneficiary of provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneficiary may from an amount not less than \$\frac{1}{2} \text{ Million Million

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, beneliciary shall have the right, it is o 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 beneliciary and applied by it first upon any reasonable costs and expenses and attorney's fees, 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 frantor 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.

permation, promptly upon beneficiary's request.

iciary, payment in case of full reconveyances, for cancellation), without altering 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 persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereoi. 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, beneficiarly 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 or any part thereot, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less 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 prolits, or the proceeds of ire 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 default or notice of default hereunder or invalidate any set 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 an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to pursue any other right or remedy, either at law or in equity, which the ben

together with trustee's and attorney's fees 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 it 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 trustludiness thereof. Any person, excluding the trustee, but including the genor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeded sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee 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 any, to the grantor or to his successor in interest entitled to surplus, if any, to the grantor or to his successor in interest entitled to 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 hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, 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 beneliciary, which, when recorded in the mortgage records of the country or counties 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 excrow agent licensed under ORS 496.505 to 696.585.

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 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 (NAX) AND	t the tare executors
This deed applies to, inures to the benefit of and binds all particles of the personal representatives, successors and assigns. The term beneficiary specified barely, whether or not named as a beneficiary herein. In const	ies hereto, their heirs, legatees, devisees, administrators, executives, shall mean the holder and owner, including pledgee, of the contract ruing this deed and whenever the context so requires, the masculine ruing the plural.
IN WITNESS WHEREOF, said grantor has hereun	v Da dall Q Hisablook
* 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.	RANDALL A HIRSCHBOCK
and the second of the second o	<ul> <li>A supplied to the state of the</li></ul>
THE OR OR COM County of	Klamath )ss.  Nedged before me on september 30, 1992
STATE OF UKEGON, County of	ledged before me on september 33, 19 15,
This instrument was acknow	Leach 19, 19,
by Kandall A Miles	, 19,
This instrument was acknow	rledged before me on
88 1 2 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1 3 1	
OFFICIAL SEAL JIM FRIELOSZYK NOTARY PUBLIC-OREGON COMMISSION NO. 000953 MY COMMISSION EXPIRED AUG. 1, 1994	Notary Public for Oregon  My commission expires 8-1-74
The second secon	
REQUEST FOR FU	LL RECONVEYANCE
To be used only when of	bligations have been paid.
and the second control of the contro	
TO:	
trust deed have been fully paid and satisfied. To deed have been fully paid and satisfied all evidences of is said trust deed or pursuant to statute, to cancel all evidences of is said trust deed or pursuant to statute to reconvey, without was	iness secured by the foregoing trust deed. All sums secured by said ted, on payment to you of any sums owing to you under the terms o indebtedness secured by said trust deed (which are delivered to you tranty, to the parties designated by the terms of said trust deed the
tald by you under the same. Man reconvey and	골드 교육 이번 과 보험 기본 1년
ing ang mang at the second of	agent many may granted as seen and proceeding the control of the control of the
DATED:	usas nugara, pagasa, usa kungunas na
	Beneficiary
	must be delivered to the trustee for cancellation before reconveyance will be made.
Do not lose or destroy this Trust Doed OR THE NOTE which it secures. Both a	MAST De GENTALES IS INC.
MDIET DEED	STATE OF OREGON,

Do not less or destroy this Trust Doed OR the NOTE		
STEVENS NESS LAW PUB. CO., PORTLAND, ORE.	OS ESE CONTRO CIERR DE 15	STATE OF OREGON,  County of Klamath  I certify that the within instrument was received for record on the 2nd day
RANDALL A HIRSCHBOCK  Grantor SOUTH VALLEY STATE BANK	SPACE RESERVED FOR RECORDER'S USE	of
AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK 801 MAIN STREET	TRUST DEED	County affixed.  Evelyn Biehn, County Clerk  NAME  By Coulene Y Marilea date Deputy
KLAMATH FALLS OR 97601	Fee \$15.00	