SOUTH VALLEY STATE BANK

as Beneficiary,

WITNESSETH:

maskaden di hekeni Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County; Oregon, described as: west transfer to the contract state

SEE ATTACHED EXHIBIT "A"

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter 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

mes due and payable.

The date of maturity of the debt secured by this instrument is becomes 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 denoulish any building or improvement thereon; not to commit or permit any waste of samplers 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.

J. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for illing same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary, with and continuously maintain insurance on the buildings now other hazards as the beneficiary, with loss payable to the buildings now other hazards as the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary with loss payable to the expiration of any policy of insurance now or hereafter placed, on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any tire or other insurance policy may be applied by beneficiary upon an industry procure the same at grantor's expense. The amount collected under any tire or other insurance policy may be applied by beneficiary in the threoty, may be released to grantor. Such application or included any set of such taxes, assessments and other charges that may be released to grantor. Such application or included any action or invalidate any act of the property before any part of such tax

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, beneticiary 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 fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneticiary and applied by it lirst upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneticiary in such proceedings, and the balance applied upon the indebtedness accured hereby; and grantor agrees, at its own experise, to take such excitons and executes such instruments as shall be necessary in obtaining such compensation, promptly upon beneticiary's request.

9. At any time and from time to time upon written request of beneficiary, apprent of its fees 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

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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 frantee 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 thereof. Trustee's lees for any of the services mentioned 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 or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees 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 lire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as altoresaid, shall not cure of waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

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 performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed or remedy, either at law or in equity, which the beneliciary may have. In the event the beneliciary elects to foreclose by advertisement and sale, or may direct the trustee to pursue any other right or the beneliciary elects to foreclose by advertisement and sale, the beneliciary of the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall lix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the entire amount due at the time of the cure other than such portion as would not then be due had no delault cocurred. 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 of defaults, the person effecting the cure shall pay to the beneficiary all costs to defaults, the person effecting the cure shall pay to the beneficiary all costs to defaults, the person effecting the cure shall pay to the heneficiary all costs to defaults, the person effecting the cure shall pay to the heneficiary a

together with trustee's and attorney's lees 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 lact shall be conclusive proof of the truthfulness thereof. 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 trustee sets 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, it any, to the grantor or to his successor in interest entitled to successor in interest entitled to successor in interest entitled to successor.

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 or successors to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed herein trustee, the latter shall be vested with all the conveyance to the successor trustee, the latter shall be vested with all the under. Each such appointment and substitution shall be resided by written instrument excuted by beneficiary which, when exceeded in the meetings records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee ascepts 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 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 atterney, who is an active member of the Oregon State Bar, a bank, trust company or savings and foun association authorized to abusiness under the laws of Oregon or the United States, a little 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 excess agent licensed under ORS 696.505 to 696.585.

This position invariants that the proceeds of the loan represented by the above described note and this treat deed are: AND SEASON CONTROL OF	The grantor covenants and agrees to a y seized in fee simple of said described rea	nd with the beneficiary and those claiming under him, that he is law- if property and has a valid, unencumbered title thereto
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The indereigned is the legal owner and holder of all indebtedness secured by the format deed, All sums secured by an individual for pursuant to statute, to cancel all evidences of indebtedness secured by an individual front deed and in secures. Beh must be delivered to the parties designated by the terms of said trust deed the present now held by you under the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same, Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same. Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same. Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same. Mail reconveyance and documents to the parties designated by the terms of said trust deed the safete now held by you under the same. Mail reconveyance and documents to the parties designated by the terms of said trust deed the same. Mail reconvey we have the parties designated by the terms of the parties designa	reficiary MUST comply with the Act and Regem No. 13	19, or equivalent. LORNA CULSPER EN
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NOTARY PUBLIC OREGON COMMISSION NO. 0036999 MY COMMISSION NO. 0036999 MY COMMISSION NO. 0036999 MY COMMISSION EXPRES FEB. 12, 1995 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been pold. The undersigned is the legal owner and holder of all indebtedness; secured by the foregoing trust deed. All sums secured by said rust deed, have been fully paid and satisfied. You breely are directed, on payment to you of any sums owing to you under the terms of said trust deed, have been fully paid and satisfied. You breely are directed, on payment to you of any sums owing to you under the terms of said trust deed, have been fully paid and satisfied. You breely are directed, on payment to you of any sums owing to you under the terms of said trust deed where the said trust deed of pursuant of satrate, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you have the said trust deed of pursuant of safrate, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to the terms of said trust deed the herewith together with said trust deed) and to econvey, without warranty, to the parties designated by the terms of said trust deed in herewith together with said trust deed of an econvey without warranty. Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Soth most be delivered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, Country of Country of Country of Country of STATE OF OREGON, Country of Country of STATE OF OREGON, Country of Country of The page of the foreign of the f	This instrume	INT WAS ACKNOWINGED DO
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SECURE SERVICE SERVICES OF THE SERVICES OF T

PARCEL 1

A tract of land situated in Section 4, Township 39 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, and more

Beginning at the Northwest corner of said Section 4; thence running North 89 degrees 42' 27" East 1326.47 feet to the Northwest corner of North 89 degrees 42' 27" East, 446.46 feet; thence continuing 05' 15" West 1243.83 feet; thence North 89 degrees 46' 44" West, 42.84 feet; thence North 00 degrees 04' 43" West 1239.85 feet to the true point of beginning.

Tax Account No: 3911 V0000 01600 (portion)

PARCEL 2

A tract of land situated in Section 4, Township 39 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at the Northwest corner of said Section 4; thence running North 89 degrees 42' 27" East 1772.93 feet to the true point of beginning; thence continuing North 89 degrees 42' 27" East, 440.00 feet; thence South 00 degrees 05' 15" West 1247.77 feet; thence North 89 degrees 46' 44" West 440.00 feet; thence North 00 degrees 05' 15" East 1243.83 feet to the true point of beginning.

Tax Account No: 3911 V0000 01600 (portion)

PARCEL 3

A tract of land situated in Section 4, Township 39 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

Beginning at the Northwest corner of said Section 4; thence running North 89 degrees 42' 27" East 2212.93 feet to the true point of beginning; thence continuing North 89 degrees 42' 27" East, 440.00 feet; thence South 00 degrees 05' 15" West 1251.72 feet; thence South 89 degrees 46' 44" East 440 feet; thence North 00 degrees 05' 15" East 1247.77 feet to the true point of beginning.

Tax Account No: 3900 V0000 01600 (Portion)

24244

LAWRENCE C. JESPERSEN, JR. AND V. MAUREEN JESPERSEN,
HUSBAND AND WIFE
AS TO AN UNDIVIDED 1/2 INTEREST
AND
KENNETH L. JESPERSEN AND LORNA C. JESPERSEN
AS TENANTS IN COMMON
AS TO AN UNDIVIDED 1/2 INTEREST
ALL AS TENANTS IN COMMON
AS TO PARCELS 1, 2, AND 3

STATE OF OREGON: COUNTY	OF KLAMATH: ss.	
Filed for record at request of A.l.		day ,
oi FEE \$25.00	Evelyn Biehn County Clerk By Queline Mullender	