

Lot 5 in Block 19, Second Addition to Nimrod River Park

which said described real property does not exceed three acres, 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,

Dollars, with interest

FOR THE PURPOSE OF SECURING PERFORMANCE

each agreement of grantor herein contained and made by grantor, the sum of Five Hundred and No/100 - - - - - Dollars, with interest, payable to beneficiary or order and made by grantor, the September 15, 1976.

thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable above, on which the final installment of said note is due.

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 trustor, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and payable.

Grantor agrees:

endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness; (b) joint and several obligation of the grantor to pay the principal of said property;

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 or permit any waste of said property.

[illegible][illegible][illegible]

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, and defend any action or proceeding purporting to be brought by or on behalf of the trustee; and in any suit

7. To appear in and defend any action or proceeding brought by any suit, affect the security or interests or powers of beneficiary or trustee, may appear, including the security or interests or powers of beneficiary or trustee, to pay all costs and expenses, and for proceeding in which the beneficiary or trustee may be liable for costs and expenses, the any suit for the foreclosure of the mortgage, and the beneficiary's or trustee's costs and expenses, including evidence, and the beneficiary's or trustee's costs and expenses, 7 in all cases shall be borne by the trial court and the grantor further agrees to pay the beneficiary's or trustee's attorney's fees on such appeal.

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 to sue for and recover the full amount of the just compensation paid or to be paid for such taking, less the expenses and attorney's fees incurred by beneficiary in such proceedings, and beneficiary agrees to pay all reasonable expenses and attorney's fees incurred by beneficiary in such proceedings, and expenses and attorney's fees incurred by it first upon any reasonable court, necessarily paid or incurred by both in the trial and appellate courts, the balance applicable to the individual beneficiary in such proceedings, and the balance applicable to the individual beneficiary in such proceedings, and the balance applicable to the individual beneficiary in such proceedings, and the balance applicable to the individual beneficiary in such proceedings; and Grantor agrees, for its own expense, to take such action as may be necessary and proper to carry out the intent of this agreement, and to execute such instruments as may be necessary in obtaining such compensation and to execute such instruments as may be necessary in obtaining such compensation and to execute such instruments as may be necessary in obtaining such compensation.

9. In the event of any such taking, beneficiary shall have the right to sue for and recover the full amount of the just compensation paid or to be paid for such taking, less the expenses and attorney's fees incurred by beneficiary in such proceedings, and beneficiary agrees to pay all reasonable expenses and attorney's fees incurred by beneficiary in such proceedings, and expenses and attorney's fees incurred by it first upon any reasonable court, necessarily paid or incurred by both in the trial and appellate courts, the balance applicable to the individual beneficiary in such proceedings, and the balance applicable to the individual beneficiary in such proceedings, and the balance applicable to the individual beneficiary in such proceedings; and Grantor agrees, for its own expense, to take such action as may be necessary and proper to carry out the intent of this agreement, and to execute such instruments as may be necessary in obtaining such compensation and to execute such instruments as may be necessary in obtaining such compensation.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for

The grantor covenants and agrees to and with the beneficiary and those claiming under him, fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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, or a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches.

and that he will warrant and forever defend the same against all persons whomsoever.
 The grantor warrants that real property described in this deed of trust
 is not currently used for agricultural, timber or grazing purposes.

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, household or agricultural purposes (see Important Notice below),
 (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 or 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF ~~Oregon~~ California } ss.
 County of Los Angeles
 September 24, 1975, 19

Personally appeared the above named
 Guadalupe Galvan, Jr. and Maria
 Galvan

and acknowledged the foregoing instru-
 ment to be their voluntary act and deed.

(OFFICIAL
 SEAL)

Notary Public for ~~Oregon~~ County of Los Angeles
 My commission expires: State of California
 May 9, 1976

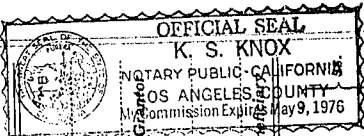
STATE OF OREGON, County of) ss.
 19

Personally appeared _____ and
 who, being duly sworn,
 each for himself and not one for the other, did say that the former is the
 president and that the latter is the
 secretary of

_____, a corporation,
 and that the seal affixed to the foregoing instrument is the corporate seal
 of said corporation and that said instrument was signed and sealed in be-
 half of said corporation by authority of its board of directors; and each of
 them acknowledged said instrument to be its voluntary act and deed.
 Before me:

(OFFICIAL
 SEAL)

TRUST DEED
 (FORM No. 881)



STATE OF OREGON

County of Klamath

I certify that the within instru-
 ment was received for record on the
 30 day of Sept, 1975
 at 10:53 o'clock a.m., and recorded
 in book M 75 on page 11859
 or as file number 5472
 Record of Mortgages of said County.
 Witness my hand and seal of
 County affixed.

Wm D McIntire

County Clerk

Title Deputy
 Pioneer Nat'l Title
 321 SW 4th
 Portland, Ore. 97204

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

6.00

#N-22-01960-38

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 _____

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.