

Vol 82 Page 11635

day of

August

25, 19 82, between

as Grantor,

as Trustee

as Trustee,
B. J. J. J.

and Fife Community Federal Credit Union

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: 6, 4, 2 and 10 in Township 40 South.

in Klamath County, Oregon, described as:

Beginning from the corner of Sections 3, 4, 9 and 10 in Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, this being the pin South of Monument #3 as set by the Lovejoy Survey filed as Klamath County Survey #272; thence North 89° 50' 30" East a distance of 1314.24 feet to an iron pin; this being the pin South of Monument #4 of said Lovejoy Survey; thence North 89° 50' 30" East a distance of 1296.6 feet to a point; thence North 0° 11' 30" West a distance of 30 feet to the true point of beginning of this description; thence North 0° 11' 30" West a distance of 334.0 feet to a point; thence North 89° 50' 30" East a distance of 186.0 feet more or less to the West Boundary of K.I.D. right of way for the E-5-2 Lateral; thence Southerly along with West boundary of said E-5-2 Lateral, as now constructed on the ground, to a point that is North 89° 50' 30" East 78.0 feet more or less from the true point of beginning; thence South 89° 50' 30" West a distance of 78.0 feet more or less to the true point of beginning. (continued on reverse side**)

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.

now or hereafter appertaining, and the rents, issues and profits thereof, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Four thousand and no/100----- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the

December 1 19 86

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.

_____ currently used for agricultural, timber or grazing purposes.

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.

not to commit or permit any waste of said property.

2. To complete or restore, as completely as may be, any and all good and workmanlike manner of improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, covenants, conditions and restrictions which may be applicable to the property, if the beneficiary so requests, to cause to be prepared and filed with the proper public officers or authorities all such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay the cost of all such filings, and to cause to be made proper public office or official searches of all lien searches made by the proper public officers or searching agencies as may be deemed desirable by the beneficiary.

4. To cause to be procured and maintained by the beneficiary insurance on the buildings

beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time determine, written in an amount not less than \$....., the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary, as soon as insured; policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail to deliver to the beneficiary at least fifteen days prior to the expiration of the term of the policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense, and the amount so collected under any fire or other insurance policy so procured and in such order as beneficiary may determine, or at option of the beneficiary the entire amount so collected, or any part thereof, shall be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action hereunder or be deemed a release of the beneficiary from the obligation to pay all amounts due and owing 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 to pay the same, the grantor covenants and warrants that the grantor shall be responsible for the payment of any taxes, assessments, insurance premiums, and all other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment. Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 hereof, shall be added to and become a part of the sum secured by this trust deed, without waiver of any rights of the grantor or breach of any of the covenants hereof and for such purposes, with interest as aforesaid, the propovents hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein defined, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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.

7. To appear in and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay the expenses, including any suit for the foreclosure of this deed, of the beneficiary's or trustee's attorney's fees; the evidence of the beneficiary's or trustee's attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal shall be fixed by the appellate court; and the beneficiary or trustee shall be allowed by the trial court, and, if appealed, by the appellate court, to pay such sums as the appellate court shall determine reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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, condemnation, beneficiary shall have the right, if so desired, to require that all or any portion of the monies payable therefor, as compensation for such taking, which are in excess of the amount actually paid by the condemning authority, shall be paid to beneficiary and used to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in connection with such proceedings, and that the balance of the award shall be paid to beneficiary and used to pay all reasonable costs and expenses and attorney's fees, applied by it in connection with such proceedings; provided, however, that beneficiary shall not be entitled to receive more than the actual net proceeds secured hereby; and grantor agrees, at its sole expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation, and to indemnify beneficiary against the cost of such defense.

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 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 affecting this deed or the lien or charge thereof; (d) recognize the validity of any warranty, all or any part of the property. The conveyance 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 fees 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 personally or by a receiver to be appointed by the court, 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 for the recovery of the principal and interest on the indebtedness hereby secured, together with all costs and expenses, including those past due collection, including reasonable attorney's fees and expenses of operation incurred 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 fire 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 performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed by exercising a non-judicial mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as to the real property, by exercising a non-judicial mortgage or direct the trustee to foreclose this trust deed by exercising a non-judicial mortgage or direct the trustee to foreclose this trust deed by exercising a non-judicial mortgage and sale. In the latter event the beneficiary may cause the trustee to advertise the sale of the property subject to default and his election to sell there cause to be recorded his written instructions to satisfy the obligations secured hereby, whereupon the trustee shall fix 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 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or any other person so privileged by trustee for the trustee's sale, the grantor or his successors in interest, respectively, ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. The date and at the time and

14. Otherwise, the sale shall be by auction, on the date and at the time and place designated in the notice of sale. 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. No warranty, express or implied, the recitals in the deed shall constitute a representation of fact shall be conclusive proof of the truthfulness of the same. 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 any reasonable charge by trustee's attorney, (2) to the obligations secured by the trust deed, (3) to all persons having recorded liens or interests subsequent to the interest of the trustee in the trust, (4) to the principal and accrued interest due to the beneficiaries of the trust, and (5) to the net proceeds of sale after satisfaction of all the foregoing claims, surplus, if any, to the grantor or to his successor in interest interested to such surplus.

[illegible]

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, or the United States or any agency thereof.

702 SEP 3 11 3 45

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 except a Deed of Trust with Klamath First Federal Savings and Loan Association as beneficiary and a Deed of Trust with Doris E. Nead as beneficiary.

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 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 the purchase of real property, the improvement thereof, or the payment of taxes thereon, or for the payment of any other debt secured by a mortgage or deed of trust on real property.~~

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,

County of Klamath } ss.

August 25, 1982

Personally appeared the above named J.

Derald Galiher and Suzann E. Galiher

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 2-1-86

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 behalf 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:

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires:

**EXCEPTING THEREFROM any portion of the above described property which may lie within the boundaries of the right of way of the Oregon State Highway #432.

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.

TRUST DEED

(FORM No. 887)

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

J. Derald Galiher

Suzann E. Galiher

Grantor

Fife Community Federal

Credit Union

Beneficiary

AFTER RECORDING RETURN TO

Robt Thomas
930 Klamath Ave
City

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 2 day of Sept, 1982, at 3:45 o'clock P.M., and recorded in book M. 82 on page 11635 or as file/reel number 15216, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Evelyn Biehn Title Deputy
Fee \$8.00