

**TRUST DEED**

Vol. m84 Page 16648

as Grantor, William M. Ganong  
FRANK R. WALKER and MARY J. WALKER

as Beneficiary,

WITNESSETH:

as Beneficiary, \_\_\_\_\_

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in \_\_\_\_\_ Klamath \_\_\_\_\_ County, Oregon, described as:

See description set forth on Exhibit "A" attached hereto and incorporated herein by this reference;

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.

sum of ONE HUNDRED FORTY FIVE THOUSAND ..... Dollars, with interest thereon according to the terms of a promissory note by grantor, the final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of said note not sooner paid, to be due and payable September 25, ~~xx~~ 2009, on which the final installment of said note shall be due and payable; and if the debt secured by this instrument is the date, stated above, or any interest therein is sold, agreed to be sold, or otherwise disposed of, without the consent or approval of the beneficiary, the sale or disposition shall be null and void.

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of said note not sooner paid, to be due and payable September 25, 2009, 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.

(a) consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any charge or lien on any part of the within described real property is not currently used for agricultural, timber or grazing purposes.

The above described real property is not:

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor hereby covenants and agrees with the lender as follows:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit no waste of said property.

2. To complete or improve 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 affecting said property; if the beneficiary is a corporation or partnership, to execute such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing 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; and to continuously maintain insurance on the buildings owned by the beneficiary against fire, theft, loss or damage by fire.

proper public office or by the proper officers or searching agencies as may be deemed necessary.

4. To provide and continuously maintain insurance on the buildings hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the insurable value of the buildings, written in companies acceptable to 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 or policies shall fail for any reason to place any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure such insurance policy may be applied for by beneficiary upon any insurance policy may be procured hereby and in the order as beneficiary may determine, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any part thereof.

5. The beneficiary shall be free from construction liens and to pay all taxes and assessments on the property.

5. To keep the 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 deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by the grantor, either to the beneficiary or by providing beneficiary with funds for payment thereof, the beneficiary may, at its option, make such payment from the note secured by the trust deed, with interest at the rate set forth in paragraphs 6 and 7 of this deed and the amount so paid with the obligations described in the deed secured by this trust deed, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights or benefits of the beneficiary under the covenants hereof and for such payments, with interest as aforesaid, the beneficiary shall be bound to make; and the grantor, shall be bound to make the payments hereof as described, as well as for the payment of the obligation hereby secured, in that they are bound for the payment of the debt secured by the trust deed, and all such payments shall be immediately due and payable by the grantor, and the nonpayment thereof shall, at the option of the beneficiary, constitute a breach of this trust deed immediately due and payable and render all sums secured by this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's costs incurred in connection with or in enforcing this obligation and in any suit, action or proceeding brought by or for the trustee.

of title search as well as in enforcing this obligation and in connection with the actual payment of the fee. The fee shall be paid in full at the time of title search as well as in enforcing this obligation and in connection with the actual payment of the fee. The fee shall be paid in full at the time of title search as well as in enforcing this obligation and in connection with the actual payment of the fee.

ney'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, if it so elects, to request that all or any portion of the monies payable under the right of eminent domain or condemnation be the amount required as compensation for such taking, which are in excess of the amount necessary to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by beneficiary in such proceedings, shall be paid to beneficiary and to pay all reasonable costs, expenses and attorney's fees necessarily incurred by beneficiary upon any reasonable costs and expenses and attorney's fees applied by the court and appellate courts necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness, both in trial and appellate courts, shall be paid to beneficiary. The undersigned hereby: and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation as beneficiary may be entitled to receive.

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; (c) join in any granting any easement or other agreement affecting this or any part of the property. The subordination of the lien of the mortgage to the lien of the lien of the mortgage shall be a condition of the conveyance, and the recitals therein of any matter shall be conclusively true and the truthfulness thereof shall not be less than \$5.

legally entitled to proof of the truthfulness thereof.

be conclusively presumed in this paragraph shall be less than \$5,

services mentioned in this paragraph shall be less than \$5,

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person or agent or by a receiver to be appointed by a court, and 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 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 fees upon any indebtedness secured hereby; and in such order as beneficiary may determine.

beneficiary may determine.

and taking possession of said property, the rents, issues and profits

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 in reliance on such notice.

property, and the applicable notice of default hereunder, the beneficiary may waive any default or notice of default hereunder and may proceed to foreclose pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, all sums secured hereby may proceed to foreclose this trust deed and declare the beneficiary at his election the trustee to foreclose this trust deed in equity as a mortgage or direct the beneficiary or the trustee shall advertise and sale. In the latter event the beneficiary or 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 fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in equity as provided in ORS 86.735 to 86.795.

13. The beneficiary may cause the beneficiary to advertise and

hereby thereon as then required by law and paid pursuant to ORS 86.735.

the manner provided in ORS 86.735 to 86.795.

13. Alter the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person may petition to privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, sums due, the entire amount due at the time of the cure other than such portion as would sums secured by the trust debt, the default may be cured by tendering the entire amount due at the time of the cure other than such portion as would not then be due at the time of the cure other than such portion as would being cured may be cured by tendering the entire amount due at the time of the obligation of the trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

Otherwise, the sale shall be held on the date and at the time and place specified in the notice of sale, to which said sale may

[illegible]

**15.** When Trustee sells pursuant to (1) the expenses of sale, in addition to the proceeds of sale to pay to the grantor or beneficiary, may purchase at the sale.

**16.** Beneficiary may from time to time appoint a successor or successors; provided, however, that no such appointment shall take effect until after the death of the trustee appointed hereunder.

16. Beneficiary may from time to time appoint a successor trustee appointed here-  
 to by any trustee named herein or to any successor trustee appointed here-  
 to by any trustee named herein, and without conveyance to the successor  
 trustee. Upon such appointment, and without powers and duties conferred  
 upon the latter, shall be vested with all title, powers and duties conferred  
 upon any trustee herein named or appointed hereunder. Each such appointment  
 upon any trustee shall be made by written instrument executed by beneficiary,  
 and substitution shall be made by written instrument executed by beneficiary,  
 and substitution shall be made by written records of the county or counties  
 in 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 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 escrow agent licensed under ORS 696.505 to 696.585.

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.

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 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, 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

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

STATE OF OREGON,

County of Klamath

September 25, 19 84

Personally appeared the above named

Al Fitts and June Fitts

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

Before me:

(OFFICIAL SEAL)

Layla Moore  
Notary Public for Oregon

My commission expires: 8/27/87

STATE OF OREGON, County of \_\_\_\_\_

19 \_\_\_\_\_

Personally appeared \_\_\_\_\_

and \_\_\_\_\_

duly sworn, 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 the 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

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

#### 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. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_

Deputy

Exhibit A

16650

Parcel 1: A parcel of land situate in Government Lot 28, Section 3, Township 36 South, Range 7 East of the Willamette Meridian, being more particularly described as follows: Beginning at the Northeast corner of Government Lot 28, Section 3, Township 36 South, Range 7 East of the Willamette Meridian; thence South along the East line of said Government Lot 28, a distance of 308.00 feet; thence West, parallel to the North line of said Government Lot 28 a distance of 162.0 feet to a point on the Easterly right-of-way line of the Dalles-California Highway; thence Northerly along said Easterly right-of-way line a distance of 313.0 feet to the point of intersection of said Easterly right-of-way line and the North line of said Government Lot 28; thence East along the North line of said Government Lot 28 a distance of 219.0 feet to the point of beginning.

Parcel 2: A tract of land situated in Lot 28 of Section 3, Township 36 South, Range 7 E.W.M., more particularly described as follows: Beginning at the Northeast corner of Lot 28; thence South along the Easterly line of said Lot 308 feet to the point of beginning; thence continuing South along said East line 150 feet, more or less, to a point that is 209 feet North of the Southeast corner of said Lot; thence West parallel with the North line of said Lot 134 feet to the Easterly right of way line of the Dalles-California Highway; thence Northwesterly along said Highway to a point 162 feet West of the point of beginning; thence East 162 feet to the point of beginning.

STATE OF OREGON, )

County of Klamath )

Filed for record at request of

on this 25 day of Sept. A.D. 19 84  
at 4:31 o'clock P M, and duly  
recorded in Vol. M84 of Mortgages  
Page 16648

**EVELYN BIEHN**, County Clerk

By [Signature] Deputy

Fee 12.00

*Return to:*

*KCTCO*