

19 91 between

as Beneficiary,

WITNESSETH:

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:

Klamath

HEREBY AND BY THIS REFERENCE

SELL LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN...

MADE A PART HEREOF AS THOUGH FOLLOWS:

TOGETHER WITH ALL IRRIGATION EQUIPMENT LOCATED ON THE REAL PROPERTY LEGALLY DESCRIBED HEREIN.

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 tixtures 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

together with all and singular the tenements, hereditaments
now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached
tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of TWO HUNDRED THOUSAND AND NO/100-----
\$200,000.00-----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 final payment of principal and interest hereof, if

note of even date herewith, payable to beneficiary or order and made by grantor, the _____, 19____.

not sooner paid, to be due and payable _____.

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.

Grantor, at this time, does hereby agree: _____

granting any easement or creating any restriction thereon; (c) join in any deed or instrument conveying, assigning, mortgaging, pledging, or otherwise disposing of the property herein described, or any part thereof, or any interest therein, without the written consent of the beneficiary.

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

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

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to pay for filing same in the Clerk of Court as the beneficiary may require for the cost of all lien searches made by proper public office or offices, as well as the cost of all disbursements made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

[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.

[illegible]

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, beneficiary shall have the right, if it so elects, to require that such are in excess of the monies payable as compensation for such taking and attorney's fees not beneficially paid or to pay all reasonable costs, expenses and attorney's fees not beneficially and incurred by grantor upon such proceedings, shall be paid to beneficiary and applied by grantor upon any reasonable costs and expenses paid or incurred by beneficiary in trial and appellate courts, and the balance applied upon the indebtedness of beneficiary in such proceedings, and its own expense, to take such action as may be deemed necessary and proper, and to execute such request of beneficiary hereby; and grantor agrees, that its own expense, to take such action as may be deemed necessary and proper, and to execute such request of beneficiary hereby; and grantor agrees, that its own expense, to take such action as may be deemed necessary and proper, and to execute such request of beneficiary hereby.

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 cancellation, (in case of full reconveyances, for cancellation), without affecting 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) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as any 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 work mentioned in this paragraph shall be not less than \$5.

[illegible]

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 exercise with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary may elect to proceed to foreclose this trust deed by either the beneficiary or direct the trustee to pursue any other right or remedy, whether at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by recording his written notice of default 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

13. After 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 so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, the amount of the debt, the default may be cured by paying to the trustee the sum(s) secured due at the time of the cure other than such portion as would satisfy the obligation of the debt. 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 or defaults, the person curing 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

[illegible][illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any success or conveyance to the successor or successors. Upon such appointment, and with all title, powers and duties of the trustee, the latter shall stand in the shoes of the trustee named or appointed hereunder. Each such appointment shall be made by written instrument, which shall be conclusive proof of proper appointment, which, when recorded in the mortgaged premises, shall be conclusive proof of proper appointment, which the property situated, shall be conclusive proof of proper appointment and execution of this deed.

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 may be or may be brought, 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 696.555 to 696.558.

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.

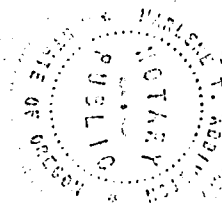
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Robert M. Gallup
ROBERT M. GALLUP
Kelly A. Gallup
KELLY A. GALLUP



STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on August 2, 1991,
by ROBERT M. GALLUP AND KELLY A. GALLUP
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____

Barbara D. Adlington
Notary Public for Oregon
My commission expires March 22, 1993

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

Aspen Title
Attn: Collection Dept

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
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/tile/instrument/microfilm/reception No. _____. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME TITLE
By _____ Deputy

PARCEL 1:

The SW 1/4 SW 1/4 in Section 4;

The NE 1/4 SW 1/4, EXCEPT the East 8.7 acres of that portion of the said NE 1/4 SW 1/4 which lies North and East of the Langell Valley Market Road;

The NW 1/4 SW 1/4 in Section 4;

All that portion of the SE 1/4 SW 1/4 and SW 1/4 SE 1/4 which lies South and West of the said Market Road in Section 4;

All of the NW 1/4 of Section 9 and all of the NE 1/4 of Section 9, which lies South and West of said Market Road;

All in Township 40 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM those portions conveyed to the United States of America by Deed dated September 15, 1922, recorded October 9, 1922 in Book 59 at Page 202, and by Deed dated April 6, 1924, recorded June 30, 1924 in Book 64 at Page 273, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a parcel of land more fully described as follows:

The S 1/2 N 1/2 SE 1/4 NW 1/4 and the N 1/2 S 1/2 SE 1/4 NW 1/4 Section 9, Township 40 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2:

The S 1/2 N 1/2 SE 1/4 NW 1/4 and the N 1/2 S 1/2 SE 1/4 NW 1/4 Section 9, Township 40 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 28 & 56 MAP 4013-400 TL 600 KEY #628850
CODE 56 & 28 MAP 4013-400 TL 600 KEY #599365
CODE 28 & 56 MAP 4013 TL 800 KEY #599999
CODE 56 & 28 MAP 4013 TL 800 KEY #629092
CODE 28 MAP 4013 TL 900 KEY #629109

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 6th day
of Aug. A.D. 19 91 at 10:44 o'clock A M., and duly recorded in Vol. M91
of Mortgages on Page 15368

FEE \$18.00

Evelyn Biehn - County Clerk

By Dorlene Muehlbauer