

NL 60666 TRUST DEED Volm 93 Page 9134

THIS TRUST DEED, made this 16TH day of APRIL, 19 93, between
DAVID L GIBSON AND ALISA A GIBSON, AS TENANTS BY THE ENTIRETY
WILLIAM P. BRANDSNESS, as Trustee, and
SOUTH VALLEY STATE BANK, 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 ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO

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 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTEEN THOUSAND AND NO/100*****(\$15,000.00)***** 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 not sooner paid, to be due and payable MARCH 15, 1994 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement 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 the 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 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.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property 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 \$FULL AMOUNT, 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 shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or 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 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property 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 described, 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 all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of 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 from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as 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 the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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.

TRUST DEED

DAVID L GIBSON
ALISA A GIBSON

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

After Recording Return to (Name, Address, Zip):

SOUTH VALLEY STATE BANK
PO BOX 5210
KLAMATH FALLS OR 97601

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 _____ of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy

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 the 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 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 in person, by 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 the 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 the collection of such rents, issues and profits, or the proceeds of fire or other insurance, and taking possession of the property, the collection of the property, and the application or release thereof as may be necessary to satisfy the indebtedness, and the recitals therein of any matters or facts shall be conclusively and legally entitled thereto," and the recitals therein of any matters or facts shall be conclusively and legally entitled thereto, not be less than \$5.

[illegible]

11. The entering upon and taking possession of the property, the taking of any action to enforce the security, the release of the property, the payment of the debt, the satisfaction of the debt, the release of the property, and the payment of the debt, 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 grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the 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 the manner provided in ORS 86.735 to 86.795. At any time prior to 5 days before the date the trustee has commenced foreclosure by advertisement and sale, ORS 86.753 may cure the default or defaults. If the default

13. After the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default trustee conducts the sale, the grantor or any other person so privileged by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. 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 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.

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 the sale may be postponed as provided by law. The trustee may sell the 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 the 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 fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the debtor or 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's 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, if any, to the grantor or to any successor in interest entitled to such surplus. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee named herein, and the appointment of a successor trustee, the latter shall be vested with all title and interest in the property of the trust.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

that the grantor will warrant and forever defend the same against all persons whomsoever.

(a) ~~IN WHATEVER CASES~~ ~~PERSONAL~~ ~~OR~~ ~~HOUSEHOLD~~ ~~PURPOSES~~ ~~OR~~ ~~FOR~~ ~~PERSONAL~~ ~~OR~~ ~~COMMERCIAL~~ ~~PURPOSES~~

(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 at issue, whether or not named as a beneficiary herein.

The beneficiaries may be more than one person; that if the context so requires.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument 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.

DAVID L GIBSON
X *Alisa*
ALISA A GIBSON

STATE OF OREGON, County of KLAMATH

STATE OF OREGON, County of _____, 19____.

This instrument was acknowledged before me on _____, 19____.

by DAVID L GIBSON AND ALISA A GIBSON _____, 19____.

This instrument was acknowledged before me on _____, 19_____

by _____
as _____
of _____



OFFICIAL SEAL
BENDY RUTLEDGE
NOTARY PUBLIC - OREGON
COMMISSION NO. 216378
MY COMMISSION EXPIRES AUG. 6, 1983

My commission expires

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____, Trustee

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the 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 the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

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.

Beneficiary

EXHIBIT "A"
DESCRIPTION

9136

The following described real property situate in Klamath County, Oregon:

A parcel of land containing one acre, more or less, situated in the NE $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 E.W.M., Klamath County, Oregon more particularly described as follows:

Beginning at a point on the Northerly right of way line of the "B" or East Branch Canal which is S. 56°24' E. a distance of 107.2 feet, more or less, and N. 33°36' E. a distance of 50 feet, more or less, from the point which marks the intersection of the center lines of the "A" or Main Canal, the "B" or East Branch Canal and the "C" or South Branch Canal, which said Point is also the Point of Beginning of the Parcel of land conveyed to Klamath Irrigation District by Enterprise Irrigation District by the Deed recorded in Volume 298 page 318 Deed records of Klamath County, Oregon, and which is also the point of beginning of the parcel of land conveyed to Klamath Irrigation District by Merle West and Emma J. West, husband and wife by Deed recorded in Volume 313 page 273, Deed records of Klamath County, Oregon; thence N. 56°24' W. along the "B" Canal right of way line, being the most Southerly line of said parcel conveyed by Merle West et ux a distance of 19.7 feet more or less; thence N. 33°36' E. along the line of said parcel conveyed by Merle West, et ux a distance of 25.0 feet, more or less, to the right of way line of the "A" Canal; thence N. 56°24' W. along said "A" Canal right of way line, being also the line of said parcel conveyed by Merle West et ux, a distance of 30.3 feet, more or less, to the lot line of Lot 27 of Tract No. 1099, Rolling Hills, according to the official plat thereof filed and recorded in the records of Klamath County, Oregon; thence, N. 33°36' E. (N. 33°20'12" E. in said Rolling Hills Plat) along the line of said parcel conveyed by Merle West et ux and said lot line of Lot 27 of Rolling Hills, a distance of 125.0 feet, more or less; thence S. 56°24' E. (S. 56°39'48" E. in said Rolling Hills Plat) along the line of said Parcel conveyed by Merle West et ux and said lot line of Lot 27 of Rolling Hills a distance of 50 feet, more or less, to the most Northeasterly corner of said Parcel of land conveyed by Merle West and Emma J. West to Klamath Irrigation District, and which is also the most Northwesterly corner of said Parcel of land conveyed to Klamath Irrigation District by Enterprise Irrigation District; thence continuing S. 56°24' E. parallel to the center line of said "B" Canal (S. 56°39'48" E. in said Rolling Hills Plat) along the line of said parcel conveyed by Enterprise Irrigation District and the lot lines of Lot 27, Lot 17 and Lot 16 of Rolling Hills a distance of 239.4 feet, more or less, to the most Northwesterly corner of the Tract of land conveyed by Klamath Irrigation District to M. S. West and Emma J. West, husband and wife by Deed recorded in Volume 314 page 97, records of Klamath County, Oregon; thence S. 00°05' W. (S. 00°10'49" E. in said Rolling Hills Plat) along the line of said tract of land conveyed to M. S. West et ux and the Lot line of Lot 16 of Rolling Hills, a distance of 92.2 feet, more or less, to the point of beginning of said tract of land conveyed by Klamath Irrigation District to M. S. West and Emma J. West; thence S. 33°36' W. (S. 33°20'12" W. in said Rolling Hills Plat) along the line of said parcel conveyed by Enterprise Irrigation District and the lot line of Lot 16 of Rolling Hills to a point on the Northerly right of way line of the "B" Canal, which point is opposite Station 497 plus 20.4 of the center line of said "B" Canal; thence Northwesterly along the Northerly right of way line of said "B" Canal, being the line of said parcel of land conveyed by Enterprise Irrigation District, a distance of 290.4 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank the 28th day
of April A.D., 19 93 at 11:37 o'clock A M., and duly recorded in Vol. M93
of Mortgages on Page 9134
Evelyn Biehn - County Clerk
By Pauline Mulenday

FEE\$20.00