THIRD TRUST DEED

THIS TRUST DEED, made this 9th day of January ,1975, between DAVID D. MATSON and FRANCES J. MATSON, husband and wife , as Grantor, TRANSAMERICA TITLE INSURANCE CO. and BARK ASSOCIATES, A PARTNERSHIP CONSISTING OF BERNARD AND CO., as Beneficiary, AND VERNON CLARK AND GENEVIEVE WITNESSETH: CLARK, husband and wife

Grentor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Gregon, described as:

The Southerly 15 feet of Lot 3, the Southerly 15 feet of the Westerly 100 feet of Lot 15, all of Lots 4, 5, 6, 7, the Westerly 100 feet of lots 11, 12, 13 and 14, together with the vacated alley abutting said property; and Lots 8 and 9 together with Westerly 10 feet of vacated alley abutting same, in Block 25, all in WEST KLAMATH.

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,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

NINE-THOUSAND ONE-HUNDRED SIXTY-TWO AND 02/100- - Dollars, with interest thereon according to the terms of a promissory note of even date herowith, payable to beneficiary or order and made by grantor, the

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

1. To protect, preserve and maintain said property in good condition repair; not to remove or demolish any building or improvement thereon; to compile or restore promptly and in good and workmanlike 2 more any building or improvement which may be constructed, damaged or royed thereon, and pay when due all costs incurred therefor.

To compile with all laws, ordinances, regulations, covenants, conditions of the constructions affecting and property; if the beneficiary so requests, to and restrictions affecting and restrictions affecting and property; if the beneficiary so requests, to law the second of the beneficiary may require and to pay to fifing among the services are public officer or offices, as well as the cost of all lies searches made seling officers or searching agencies as may be deemed desirable by the diciary.

mptify upon penentiary's request.

Any time and from time to time upon written request of beneany time and from time to time upon written request of beneany time and presentation of this deed and the note for

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in tee 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 attainey, who is an active member of the Oregon State Bar, a book, dust company or savings and loan attaclation authorized to do business under the laws of Oregon or the United States, or a title incurance company authorized to insure title to read property of this state, its subsidiaries, affiliates, agents or brenches.

and that he will warrant and lorever 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 organisation, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural purposes. purposes.

This doed applies to, inures to the benefit of and binds all parties hereto, their heirs, legators, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, 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 leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and real first above written. *IMPORTANT NOTICE: Delete, by lining out, whichever warranty (of 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 2, the beneficiary MUST comply with the Act and Regulation by making required disclasures; 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.) STATE OF OREGON, County of ... STATE OF OREGON, County of ... Marion Personally appeared January 9 , 1975 ...
Personally appeared the above named David each for himself and not one for the other, did say that the former is the president and that the latter is the Matson and Frances J. Matson Hatson and Frances J. Matson
H. & W. and acknowledged the loregoing instrumonth to be the time T. voluntary act and deed.

(OFFICAL
SEAB)

Hotars Public for Oregon

My commission expires: 0/25/25/25 becretary 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 seah of them acknowledged said instrument to be its voluntary act and deed. Before me: African Public for Oregon

African Public for Oregon

African Start Public for Oregon

African Public for Oregon Notary Public for Oregon My commission expires: RUST DEED M 75 on page Ē OREGON number. W. D. MILNE CLERK certify ŏ OF. 10;40 book M as file n COUNTY at in Ke ्रा पृष्ट्वस् ३३ था। ४०. And Broken His REQUEST FOR FULL RECONVEYANCE
To be tred only when obligations have been poild. Total Cont. Truites 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 setlefied. You hereby are directed; on payment to you of any sums owing to you under the ferms 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: Bonoficiary

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not lose or destray this Trest Doed OR THE NOTE which it secures. Bert must be delivered to the

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