

TRUST DEED

THIS TRUST DEED made this

159

Scotcombes 19 78 between

Charles F. Macoson, a single man

11-19-72 2:34 PM

1991年12月14日

WITNESSETH:

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

Lot 3, Block 3, (ORIGINAL TOWN OF LINCOLN, NOW KLAMATH FALLS, in the City of
Klamath Falls, Oregon.

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 sum of *****four thousand and no/100***** Dollars, with interest

Notwithstanding 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 September 25, 1983

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 preparation of the security bill I have written about, I once agreed

1. To preserve, preserve and maintain and perpetuate in good condition and repair, and to remove or demolish any building or improvement thereon, and to maintain the ground and its soil and property.

2. To recognize or prevent problems and in good and workmanlike manner any heating or tempering and other work to be conducted, damaged or damaged elements, and any other work to be done, and any other work to be done.

I. To develop such self-reliance and initiative affecting the economic condition of the people as to enable them to take advantage of their own resources and to be able to stand on their own feet in the event of any such emergency as may arise.

[illegible][illegible][illegible][illegible]

11. If a person is convicted of a crime, the court may order that the person be placed in a mental institution for treatment. The court may also order that the person be placed in a mental institution for treatment if the person is found to be a danger to himself or herself or to others.

...the ...
...the ...
...the ...
...the ...

[illegible]

1. The first of the two main groups of the population is the group of the population which is engaged in the production of goods and services. This group is the most numerous and it is the one which is most directly affected by the economic situation of the country. The second group is the group of the population which is engaged in the production of goods and services for the consumption of the population. This group is the least numerous and it is the one which is least directly affected by the economic situation of the country.

[The following information was obtained from the records of the Department of Social Services, New York City.]

[illegible]

(a) consent to the making of any map or plat of said property; (b) join in giving any easement or creating any restriction thereon; (c) join in any relinquishment or other agreement affecting this deed or the lien or charge thereon; (d) receive without warranty, all or any part of the property; (e) grant in any reconveyance may be described in the "second" paragraph herein 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 my 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 said property or any part thereof, in its own name or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, with costs and expenses of operation and collection, including reasonable attorney's fees, to the indebtedness secured hereby, and in such order as beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of lire 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 hereunder to such notice.

12. Upon default by debtor 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, grazing, or sporting purposes, the beneficiary may proceed to foreclose this mortgage in equity. If the mortgage in the manner allowed 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 a mortgage or direct the trustee to foreclose this trust deed by advertisement in accordance with the provisions of the California Code of Civil Procedure. In either case to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall in the time and place of sale, give notice thereof as then provided in GRS 240 to 246.79.

13. Should a beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the Grantor or other person so privileged by GRS 48-243, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and extend the term of the obligation to the date of the foreclosure sale, without extending the terms of the obligation and trustee and attorney's fees not exceeding \$50 each; other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event

18. Otherwise, the sale shall be held on the date and at the time and place designated on the certificate of sale. The purchaser may sell said property either in whole or in separate parcels and shall deliver to the purchaser the highest bid amount 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 conveying the property as sold, but without any covenant or warranty, express or implied, as to title or otherwise. The purchaser shall be conclusively presumed to know the contents of the records and shall be conclusively presumed to know the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiaries, 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 obligations secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust; and (4) the remainder of the proceeds in the order of their priority and (4) the remainder to the grantor or his successor in interest entitled to such

18. For any transfer permitted by this Sanctuary may from time to time appoint a successor or successors to any trustee named herein or to any trustee named herein to become a trustee in place of the trustee and without notice 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 in the form of a deed, duly acknowledged and recorded in the office of the County Clerk as Recorder of the court or counties in which the property is situated.

If Trustee accepts this trust when this deed is fully executed and acknowledged in records a public record as provided by law. Trustee is not obligated to satisfy any party hereto of pending sale under any other deed of grant, and any action or proceeding in which grantor, beneficiary or trustee shall be a party wherein such action or proceeding is brought by trustee.

1. PERSONS The above named real property is owned by James Lee Walker, Jr., who is the active member of the Oregon State Bar, a bank, trust company and insurance company, and is a resident of the State of Oregon, and the United States, and is the owner of the above property.

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 loans 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.

Charles F. Matson

* 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. 1303 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 at appendix B)

STATE OF OREGON

County of Clatsop ss.
9/25/78
Personally appeared the above named
Charles F. Matson

(ORS 93.490)

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____

and
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 be-
half 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)

and acknowledged the foregoing instru-
ment to be his voluntary act and deed.
Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires: _____
NOTARY PUBLIC - OREGON
My Commission Expires: _____

REQUEST FOR FULL RECONVEYANCE

(to be used only when obligations have been paid.)

179:

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 its terms, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and so reconvey, without warranty, to the parties designated by the terms of said trust deed the entire now held by you under the same. Mail reconveyance and documents to _____

DATED: _____

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Beneficiary

Do not lose or destroy this and find OUT THE MORE which is serious. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM NO. 211)

SPRINGFIELD, OREGON, 1978

Grantor

SPACE RESERVED

FOR

RECORDING'S USE

Beneficiary

AFTER RECORDING RETURN TO

STATE OF OREGON

County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
25th day of September, 1978
at 3:52 o'clock P.M., and recorded
in book 478 on page 21229 or
as file/roll number 55535

Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk

Title

By _____ Deputy

Deputy

Fee \$6.00