

THIS TRUST DEED, made this 4th day of December, 1987,
Charles F. Mateson, a single man, as Grantor,
Transamerica Title Insurance Company, as Trustee,
Cooper, Shuck and McGee Investment Co. a partnership, as Beneficiary,
 WITNESSETH:

WITNESSETH:

and Cooper, Shuck and Hesse. WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:

Lot 6, Block 44, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the
County of Klamath, State of 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 Eleven Thousand Five Hundred Dollars and No/100----- 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 June 30, 1980, on which the final installment of said note

The date of maturity of the debt secured by this mortgage becomes due and payable.

The above described real property is not covered by:

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

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To restore, promptly and in good and workmanlike manner, any damage to said property caused by fire, flood, wind, or other cause.

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

3. I, _____, comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute and file with 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 building now or hereafter erected on the said premises against loss or damage by fire and such other hazard as the beneficiary may from time to time require, in an amount not less than \$_____ written in ink by the beneficiary, and such other insurance acceptable to the beneficiary, with loss payable to the latter; and the beneficiary shall deliver to the beneficiary as soon as insured under such policies of insurance shall fail for any reason to the beneficiary any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance at same at grantor's expense. The amount of the beneficiary may procure any other insurance policy may be applied by the beneficiary collected under any indebtedness secured hereby and in such order as the beneficiary may determine at option of beneficiary the entire amount so collected, any part thereof, may be released to grantor. Such application or release shall not constitute a release or waiver of any default or notice of default hereunder or invalidate any claim made pursuant to such notice.

5. To keep 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 and to pay all such taxes, assessments and receipts thereof, the grantor shall be bound to make payment of all such taxes, assessments and charges before any part of such taxes, assessments and receipts thereof become due or delinquent and promptly thereafter. In the event the grantor should fail to make payment of any of such taxes, assessments or charges, the beneficiary shall be bound to pay the same, either by direct payment or by providing the beneficiary with funds with which to make such payment, beneficiary shall, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured by this deed, shall be added to the obligations described in paragraphs 1 and 2 of this hereby, together shall be added to and become a part of the debt secured by this trust deed, and shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from a 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 to the payment of the obligation hereby described, and all such payments thereof shall, at the option of the beneficiary, not notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums then 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. The trustee shall defend any action or proceeding purporting to set aside or annul the trust or the trustee and in any suit.

in connection with this appeal, and in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit or action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the beneficiary's or trustee's deed, shall be included evidence of title as mentioned in this paragraph 7 in all cases, shall be the amount of attorney's fees and costs of the beneficiary or trustee as shall be allowed by the trial court and in the event of an appeal such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's appellate costs on such appeal.

8. It is mutually agreed that:

a. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the 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, which are in excess of the amount required as compensation for such services and attorney's fees necessarily paid to pay all reasonable costs in such proceedings, shall be paid to beneficiary, and incurred by beneficiary first upon any reasonable costs and expenses actually incurred by beneficiary in the trial and appellate courts, necessarily applied upon the indebtedness in such proceedings, and the balance of the monies so applied to take such action secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation for beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and expenses (including attorney's fees) for the representation of this deed and the note for the purpose of the deed and the note (including the cost of preparation, recording, and 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 any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting in whole or in part the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance shall be described as the "person or persons" who are named in the recitals thereof and the recitals therein of any matters or facts lawfully entitled thereto shall be deemed to be true and correct. The signature of the grantor in this deed shall be deemed to be a declaration of the truthfulness thereof. Trustee's fees for any of the foregoing shall be paid by the grantor. The portion of this paragraph shall be not less than _____ and no more than _____ dollars per year. The grantor may at any time terminate this deed by recording a deed of reconveyance.

[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.

[illegible][illegible]

14. Otherwise, the notice of sale. The trustee may sell the parcel or parcels in one or in separate parcels and payable at the time of sale. Trustee auction to the highest bidder. Its deed in form as required by law convey shall deliver to the purchaser. Its deed in form as required by law convey the property sold, but without any covenant or warranty shall be conclusive proof of the truthfulness thereof. The recitals in the deed of any matters including the trustee, but including the truthfulness thereof. MAY purchase at the sale. deed herein.

15. When trustee sells or conveys real estate to the powers provided herein, trust shall apply to the sale to payment of (1) the expenses of sale, (2) to the satisfaction of the trustee and a reasonable attorney's fee, (3) to all per-
cluding the trust, (2) to the obligation secured by the mortgage, and (3) to all per-
having recorded liens subsisting at the time of the sale, in the interest of the trustee in the trust
surplus, if any, to the grantor or to his successor in interest entitled to
surplus; provided, however, that if the proceeds of the sale are insufficient to satisfy the

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any trustee appointed hereunder. Upon such appointment, and with the concurrence of the trustee appointed hereunder, the latter shall vest with all powers and duties conferred upon the trustee herein named or appointed by this instrument, and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust instrument and to the instrument appointing the successor trustee, and the same shall be recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated. The recording of the instrument appointing the successor trustee shall constitute conclusive proof of proper appointment. In witness whereof, I, the said, duly executed

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is 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, or the United States or any agency thereof.

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 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. 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.)

Charles F. Matison

STATE OF OREGON,

County of Klamath } ss.

Personally appeared the above named

Charles F. Matison

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

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires
K. RICK
NOTARY PUBLIC-OREGON
My Commission Expires 1/2/79

(ORS 93.490)

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and

each for himself and not one for the other, did say that the former is the _____ who, being duly sworn, president and that the latter is the secretary of _____

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 each of them acknowledged said instrument to be its voluntary act and deed.

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. 881-1)

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

Grantor

SPACE RESERVED

FOR

RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

TA donna

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 5th day of December, 1978, at 3:26 o'clock P.M., and recorded in book M78 on page 27366 or as file/reel number 59341

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By _____ Deputy

Fee \$6.00