

## TRUST DEED

Vol. <sup>M</sup>79 Page 24721

THIS TRUST DEED, made this 12  
Charles F. Mateson

Charles F. Mateson

October

1979....., between

as Grantor, William L. Sisemore

Alice M. Spargo or Jacquelyn L. Huber

Trustee, and

as Beneficiary.

WITNESSETH:

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 71 Pleasant Home Tracts, 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 standing or being 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 Five Thousand and no/100 \_\_\_\_\_

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 October 12 Dollars, with interest thereon according to the terms of a promissory

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, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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 complete

not to commit or permit any waste of said property, nor to diminish or improve thereon; to complete or restore promptly and in good and workmanlike manner any destruction or damage which may be constructed, damaged or destroyed thereon, and pay when demand therefor is made the cost thereof; To comply with all laws, ordinances, regulations, decrees, orders and decisions affecting said property; if the beneficiary so requests, to join in executing and recording statements pursuant to the Uniform Commercial Code as the beneficiary; to pay or to cause to be paid, as the beneficiary, public office or offices, as well as the cost of any damages made by the beneficiary 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 said premises 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 \$5,000.00; and

5. To cause the insurance policy or policies to be procured, written in policy or policies of insurance shall be delivered to the beneficiary as soon as the grantor or grantors for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, collected under any fire or other insurance policy may be applied for, and any amount due on any indebtedness secured hereby and in such other manner as may be provided in the option of beneficiary the entire amount so collected, and any part thereof, may be delivered to and grantor. Such application or release shall not cure or waive any default or breach of default hereunder or invalidate any act done pursuant to such notice.

5. To keep such notice, free from construction liens and to pay all taxes, assessments, and other charges that may be levied or assessed upon or against said 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 such payments, taxes, assessments, insurance premiums, liens or other charges payable by grantor, either to make such payments or by providing beneficiary with funds with which to make the same, the beneficiary may, at its option, make payment thereof, and the amount so paid, with the interest thereon 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 sums 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 grantor hereby binds himself, his heirs, assigns, personal representatives, and assigns to the same extent that the grantor is 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 be 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, recording, and all 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.

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, expenses, including attorney's fees, and title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees shall be as set forth in paragraph 11 in all cases shall be fixed by the trial court and in the event of a judgment or order of the trial court, grantor further agrees to pay such sum as the judgment or order shall be found reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

3. It is mutually agreed, that: In the event that any portion or all of said property shall be taken under the right of eminent domain, 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 monies required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, shall be paid to beneficiary and both in the trial and appellate courts; necessarily pay expenses and attorney's fees, in such proceedings, and the balance applied upon the indebtedness secured hereunder; and attorney's fees, at its own expense, to take such actions and execute such instruments as may be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 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 the "person or persons legally entitled thereto," and the recitals thereof, on 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

10. Upon any default by grantor hereunder, beneficiary may at any time without notice to either person, by agent or by a receiver to be appointed by a court, and without recourse 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 sue or cause to be sued for 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.

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 declare all sums secured hereby immediately due and payable. In such an event and if the above described property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided 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 in equity as a mortgage and file in the latter event the beneficiary or the trustee by advertisement cause to be recorded his written notice of default and his election to execute and sell the above described real property to satisfy the obligations secured hereby, and upon the trustee's sale, at 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 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale trustee for the trustee's sale, the grantor or other person so privileged by the IRS \$67.60, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and beneficiary's fees ~~and~~ 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 no foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated, in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels in auction to the highest bidder for cash; payable at the time of sale. Trustee shall deliver to the purchaser a deed in 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 matter, covenant or warranty, express or implied, the truthfulness thereof. Any person, excluding the trustee, but including the trustee's 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 property; and (4) to the grantor or to his successor in interest entitled to such proceeds as their interest may appear in the order of their priority and (5) plus, if any, to the grantor or to his successor in interest entitled to such proceeds as their interest may appear in the order of their priority.

16. For any reason permitted by law beneficiary may from time to time appoint a successor trustee. Upon the death of any trustee named herein or to any beneficiary to the successor trustee, the latter shall be deemed to have succeeded to the office of trustee. Each such appointment shall be in writing and shall be recorded in the office of the recorder of the county in which the trust is located. Each such appointment shall be subject to the power of revocation and substitution made by the will, or by the power of record, which, when recorded in the office of the recorder of the county or counties in which the property is situated, shall be conclusive proof of the appointment.

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 record or of any action or proceeding in which grantor, beneficiary or trustee may 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, unincumbered 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.

Charles F. Mateson

\* 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 is not required, disregard this notice. If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

October 12, 1979

Personally appeared the above named

Charles F. Mateson

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 2-16-81

STATE OF OREGON, County of

ss.

Personally appeared

who, each being first

duly sworn, 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 the 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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

#### REQUEST FOR FULL RECONVEYANCE

This document is to be used only when obligations have been paid.

legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you 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

together with the original of this document.

DATED: 1979

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

Certified Copy

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 19th day of October, 1979, at 4:04 o'clock P.M., and recorded in book M79 on page 24721 or as file/reel number 75734.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Pamela D. Hilt Deputy