Eee \$7.00

TRUST DEED

July.,, 19.80...., between YING-LIN CHEN and LINA H. CHEN, husband and wife as tenants by the entirety. 1121 No. VICOTOR DEED TIL SUTHIS TRUST DEED, made this _____ 14th ____ day of _____ ..., as Trustee, and Cas Grantor, 11 Mountain Title Company, a Corporation and by file entirely ..., as Trustee,

Cleyton II. Matson & Ulerda U. Matson

FORM No. 881-Oregon Trust Deed Series-TRUST DEED.

WIINESSEIH: 30.20 CGrantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in <u>Fixe Pike and the Pike II</u> County, Oregon, described as: 10.20 Pike and the Pike II County of the pike II of t Lot 148, Block 31, Fourth Addition to Nimrod River Park, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

In the event of a sale or transfer of the above described property, prior to the In the event of a safe of transfer of the above described property, prior to the maturity of the note secured hereby, then the entire unpaid balance of principal and accrued interest thereon shall become immediately due and payable.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereatter appertaining, and the rents, issues and profits thereof and all fixtures now or hereatter attached to or used in connec-tion with said real estate. now or hereatter appertaining, and the relies, issues and possible of each agreement of grantor herein contained and payment of the tion 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 Five Hundred and No/100

Four Thousand Five Hundred and No/100
 Dollars, with interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest thereon according to the terms of a promissory interest therein is sold, agreed to be due and payable Jully 28.
 Interest the date of maturity of the date 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 sourced and payable. In the event the within described property, or any part thereof, or any part thereof, or approval of the beneficiary sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary is not currently used for egricultural; timber or grazing purposes.
 To protect the security of this trust deed, frantor adrees: (a) consent to the making of any man or plat of and name terms (b) in in the security of this trust deed. frantor adrees: (b) consent to the making of any man or plat of and name terms.

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NOTE: The Trust Deed Act provides that the trustee hereunder must be either an atomery, who is an active member of the Oregon State Bar, a bank, trust or or savings and loan association authorized to do business under the lows of Oregon or the United States, or an escrow agent licensed under ORS 696.505 to e 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 e

(a) consent to the making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in any consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any resonvey. without may be described as the "person or persons thereoi; (d) reconveyance the recitals there in any matters or facts shall grantee entitled thereto," and truthulness thereoi. Trustee's lees for any of the truthulness thereoi. The metric of any any area of the truthulness thereoi. The person any the described as the metric of any any reconveyance the recitals there is persons or persons the described as the "person or persons bereficient of the truthulness thereoi. The person by services any of the truthulness thereoi. There is the person any at any services thereoi, and without enter upon and take possession of said property for the described as the enter of an application of the thereoi, in its own name, sue or otherwise collect the rentrissues and persons by estimation, including these many indebtedness second hereby, and in such order as beneficiary may default be pressing and in such order as beneficiary in the rents; such and rents, issues and property, the first thereds; in its own name sue or otherwise collect the rents insues and person by a such sorters. The indebtedness secure hereby and in such order as beneficiary may default for and taking possession of said property. The interting upon and taking possession of said property, and the application or release thereod as any taking or damage of the insurant policies or compensation or release thereod as all and expanses of the insurance policies or compensation or release thereod as all not cure or insurant to such notice.
1. The ontice.
1. The point default by grantor in payment of any indebtedness secured thereor any default provide any any any any any any any default or notice.
1. The point default by grantor is payment of any indebtedness

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 hereby or in his performance of any agreement hereunder, the beneficiary may hereby or in his performance of any agreement hereunder, the beneficiary or his election may proceed to lorcelose this trust deed in equity as a mortgage or direct the trustee to forcelose this trust deed advertisement and sale. recorded his written notice of default and his election advertisement and sale. The latter event the beneficiary or the trustees shall execute and cause to be even the trustee shall fix the time and place of sale, give notice to self the said described real property to saitly the obligations secured in hereby as then required by law and proceed to forcelose this trust deed in thereof as then required by law and proceed to forcelose this trust deed in thereof as then required by law and proceed to forcelose this trust deed 13. Should the beneficiary elect to forcelose by advertisement and sale

the manner provided in ORS 86.740 to 86.795. the manner provided in ORS 86.740 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and safe then alter delault at any time prior to live days before the date set by then alter delault at any time prior to live days before the date set by then alter delault at any time prior to live days before the date set by the alter delault at any time prior to live days before the date set by the alter delault at any time prior to live days before the date set by the alter delault at any time prior date the terms of the transite deed and the tops 86.760 the the day and the terms of the terms of the terms details include on the terms of the obligation and trustee's and attorney's lees not ex-ceding the terms of the obligation and trustee's and thereby cure ceding the terms of the obligation and trustee's and thereby cure cipal as would not then be due torcelosure proceedings shall be dismissed by the delault, in which event all torcelosure proceedings shall be dismissed by the trustee.

services of the terms of movided by law), out-hault occurred, and dismissed by could as would not then be due had no default occurred, and dismissed by the delault, in which event all lorcelesure proceedings shall be the time and the trustee. 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 said sale may 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 said sale may place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to sale. Trustee be pone parcel or in scheder to cash, payable at the parcel or jac. Trustee be one parcel or in scheder to cash, payable at the time of sale. Trustee incline ito the higher these risk deed in horm as required by two conveying incline ito the higher these risk deed in horm as required by two conveying incline ito the higher these risk deed in the maximum conclusive proof the property so solid but without any corenant or warranty. express or im-guing the trustee the sale to payment of the trustee, but including plied. The recitals in the deel of any matters of tast shall be conclusive proof of the truthluiness thereoit. Any person, excluding the trust cash be trust in the compension secured by the trust deed, (3) to all persons cluding the compension secured by the trust deed, (3) to all persons cluding the there in the solition secured by the stores of the trust in interest entitled to such having recorded lines subsequent to the order of their priority and (4) the having trees the interests may appear in the order of their priority and (4) the having the interests may appear in the accessor in interest entitled to such ided as their interests may appear in the accessor in interest entitled to such ided as the interests may appear in the accessor in interest entitled to such ided as the interester may maconson permitted by may be define the interior o

surplus. If any, to the granter or to his successor in interest entitled to such interplus. if. For any reason permitted by law beneliciary may from time to the appoint a successor or successors (Upon such appointment, and without successor trustee appointed hereunder, Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all till, powers and duties conferred upon any trustee herein named to appoint instrument executed by which, when resurded in the office of the Contry instrument executed by which, when resurded in the office of the Contry instrument executed by which, when resurded in the office of the Contry instrument executed by which, when resurded in the office of the Contry instrument executed by his trust when this deed, duly executed and shall be conclusive proof of proper appointment of the successor frustee. If it is place of results the contry for contribution shall be made appointed acknowledged is made a public record as provided by law. Trustere is not obligated to noity any party hereto of pending sale under any other deviation 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.

13980ann ag ann bhair ann ann ann an ann ann ag ann an bhairdac, air fairig ann a' ann an agus bhair. Spòrg ar ann bhair ann ann ann an ann ag ann an bhairdac, air fairig ann an an agus ann ann ann ann ann ann an "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, tamily, household or agricultural purposes (see Important Notice below), (a)* primarily for grantor's personal, tamily, household or agricultural purposes (see Important Notice below), (b) for fahiof dan additional for the formatic of and binds all narries berets their being latatees devisees administrators are the This dead applies to invite to the benetic of and binds all narries berets their being latatees devisees administrators are the / pupper // This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives; successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives; successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives; successors and assigns. The term beneficiary herein. In construing this deed and whenever the context so requires, 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 terminine 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. l-- (A * 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, if this instrument is to be a FIRST line to finance the "purchase" of a dwalling, use Stevens-Ness Form No. 1305 or equivalent; if, this instrument is NOT to be a first lien, or is not to finance the purchase of a dwalling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice: y Ying-Lin Chen STATE OF CALIFORNIA SS. COUNTY OF Los Angeles On July 21, 1980 before me, the undersigned, a Notary Public in and for said County and State, FOR NOTARY SEAL OR STAMP personally appeared ______Lina H. Chen known to me OFFICIAL SEAL e d MARTHA A ZIMMERMAN NOTARY PUBLIC - CALIFORNIA _subscribed to the to be the person _____whose name 19 within instrument and acknowledged that she executed the LOS ANGELES COUNTY My comm. expires SEP 25, 1983 same immenmar marcha (G.S.) Martha A. Zimmerman/ L Misc.-166 Stäple Ô STATE OF CALIFORNIA SS. SAFECO COUNTY OF hefore me. July 22, 1980 the undersigned, a Notary Public in and for said County and State, FOR NOTARY SEAL OR STAMP id Ying-Lin Chen personally appeared _ of 89-6 π known to me OFFICIAL SEAL sin energiales to be the person whose name 18 subscribed to the MARTHA A ZIMMERMAN NOTARY PUBLIC - CALIFORNIA executed the he within instrument and acknowledged that LOS ANGELES COUNTY My comm. expires SEP 25, 1983 same. Kimmirman C. 4 artha Martha A. Zimmerman energy of the shove described property. arior to the STATE OF OREGON, TRUST DEED OLLIGE OL FUE CONDER CIGL. County of County of County of SS. ST THE FORM NO BOILTTE YE FUS dition to winted River Park, active tilly that the within justra-HALLMERSENVED Pomona, Calif, 91766 in book/rect/volume_No......MSO......on page...13979 or as document/fee/file/ Clayton L. Matson & Gjerda J. Natson Grantor 1121 NOCOVICETOY, Avenue, C1EED, 1. RVI2C/ Δ. LECORDER'S USE COVINA, Calif. 091723. LTFTC COL 90λ3 9 COIBO STOT instrument/microfilm No. ...87455......, Record of Mortgages of said County. Witness my hand and seal of и, лизранd анd илда за сеп County allixed.entire су Beneficiary A LMAFTER RECORDING RETURN TO H TURN SHE GT $\langle \mathbf{n}_{1}^{\prime} \rangle$ Mr. and Mrs. "Clayton L. Matson a La Ch Deputy 1121 No. Viceroy, Avenue 18051 DEED By Dennetha Covina, Calif: 91723 FCBM 945, 691-Dispon Text Drait Spices-19451 Ditte 5.2 Fee \$7.00