BOLTISUG OLGADU DASSS <b>26850</b> GUISL THIS TRUST DEED, made this GERALD W. MATTO	TRUST DEED	Vol. <u>2783</u> Page	13315
The second	A AND ARDY B. MATTOX, H	usband and wife	19.00, between
MCNALLY-RATHBON	ILE INSURANCE COMPANY	1	, as Trustee, and
as Beneficiary,			
Grantor irrevocably grants, barea	14 (14 (14 (14 (14 (14 (14 (14 (14 (14 (		·····,

the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise and the rents, issues and profits thereot and all fixtures now or hereafter attached to or used in connection with said real estate tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Twenty-One Thousand Four Hundred and Ninty-Seven Dollars and 17/100 (\$21,497.17)

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, it

note of even date netewish, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if 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, herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

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tural, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any subordination or other agreement allecting this deed or the lien or charde grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or lacts shall services mentioned in this parts of the property. The be conclusive proof of the furthulness thereoit. Trustee's lees for any of the services mentioned in this part of the grantee there of any default by grantor hereunder, beneficiary may at any pointed by a court, either in person, by a received the recital services and profiles and there of and the adequacy of any security property are trively or any part to the service the recitas and services and profiles described as the "person or persons the indebiedness under either in person, by a gent or by a received by a court, either in person, by agent or by a received by a court, without regard to the adequacy of any security proprisues and profile indebiedness secured hereby, and apply the services thereine.
11. The entering upon and taking possession of said property, the insurance policitor or compensation or awards for any taking of the any default or the proceeds of line and other invariance policitor or notice of default hereols, and any for any default or the proceeds of line and other property, and the application or release thereol as aloresaid of the waive any default or notice of default hereols of any stall not cure or pursuant to such notice.

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 event sull sums secured hereby immediately due and evable. In such an in equity as a morigage or direct the trustee to foreclose this trust deed advertises a morigage or direct the trustee to foreclose this trust deed advertises a sumorigage or direct the trustee to foreclose this trust deed advertises as a morigage or direct the trustee to foreclose this trust deed advertises as a morigage or direct the trustee to foreclose this trust deed advertises as a morigage or direct the trustee to foreclose this trust deed advertises as a morigage or direct the trustee of the boneficients secured the said described real property to satisfy the obligations secured thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

the manner provided in ORS 86.740 to 86.755. 13. Should the beneliciary elect to foreclose by advertisement and sale then alter default at any time prior to live days before the date set by the function of the trustee's sale, the grantor of other priors as privileged by fively, the entire amount then due under the terms of the trust deed and the entire secured thereby (including costs expenses actually incurred in endering the terms of the obligation and trute's and attorney's less not ex-tioned as would not then be due had no default occured, and thereby cur-the default, in which event all loreclosure proceedings shall be dismissed by 14. Otherwise the set of the section.

the frustes. 14. Otherwise, the sale shall be held on the date and at the timm and the frustes. 14. Otherwise, the sale shall be held on the date and at the time and be postponed as provided by any. The frustee may sale is aid property either in one parcel or in issue by law. The frustee may sale is aid property either auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the public the deliver and shall self the parcel or parcels the property so hold, but suit any covenant or warranty, express or indi-the formation of the highest bidder for cash, payable at the time of sale. Trustee the property so hold, but suit any covenant or warranty, express or indi-the fruster to the public any covenant or warranty, express or indi-the frustee sale purchase at the sale. 15. When trustee sale purchase at the sale. 15. When trustee sale purchase at the sale. 15. When trustee sale to payment of (1) the expense of sale, in-storney. (2) opensed of sale to payment of (1) the expense of sale, in-storney. (3) and the obligation secured by the trust deed, (3) for all persons surplus, if any, to the grantor or to his successor in interest on the truste 16. For any reason permitted by the how the trust (4) the surplus. 16. For any reason permitted by the how the trustee ont (4) the surplus.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. If For any reason permitted by law benchickary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance the successor trustee, the latter shall be vested in all title, hereinder, Eachen conferred upon any trustee herein named with all title, description and substitution shall be made appointed instrument executed appointment and substitution shall be node by written and its place of records beneficiary, containing reference to this situated. Clerk or Recorder of the which, when recorded in the ollice of the Couried clerk or Recorder of the subic trust when this deed, duly executed and obligated is made a public record as provided by law Trustee in and obligated to onotiny party hereto of pending sale under any titler is not trust or of any action or proceeding in which frantor, beneficiary or trustee.

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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 lows 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, the United States or any agency thereof, or an escrow agent licensed under OKS 696.505 to 696.585.

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Deputy

# EXHIBIT "A" PROPERTY DESCRIPTION

All the following described real property situated in Klamath County, Oregon:

13317

Deputy

### PARCEL 1:

A tract of land in the  $N_2^1$  NE<sup>1</sup> of Section 8, Township 24 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Section 8; thence South 0° 12' 43" East, along the East line of said Section 8, 434.95 feet; thence North 89° 39' 38" West, 656.05 feet to the East line of the W1 NE1 NE1 of said Section 8; thence North 0° 07 44" West, along said East line 435.35 feet to the North line of said Section 8; thence South 89° 37' 24" East, along said North line, 655.42 feet to the point of beginning.

## PARCEL 2:

A tract of land in the N1 NE1 of Section 8, Township 24 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Section 8; thence South 0° 12' 48" East, along the East line of said Section 8, 434.93 feet to the true point of beginning; thence continuing South 0° 12' 43" East, along said East line 434.93 feet; thence 89° 41' 52" West, 656.68 feet to the East line of the W1 NE1 NE1 of said Section 8; thence North 0° 07' 44" West along said East line 435.35 feet; thence South 89° 39' 38" East, 656.05 feet to the true point of beginning.

### PARCEL 3:

A tract of land in the N1 NE1 of Section 8, Township 24 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Section 8; thence South 0° 12' 43" East, along the East line of said Section 8, 869.86 feet to the true point of beginning, thence continuing South 0° 12' 43" East along said East line, 434.92 feet to the South line of the N1 NE1 of said Section 8; thence North 89° 44' 08" West along said South line 657.30 feet to the East line of the WH NEL NEL of said Section 8; thence North 0° 07' 44" West, along said East line 435.33 feet; thence South 89° 41' 52" East, 656.68 feet to the true point of beginning.

# TOGETHER WITH:

Easement given by Brooks-Scanlon, Inc., to K. E. Sandner recorded in Volume M-72, on page 4738, records of Klamath County, Oregon described as follows: "An easement 20 feet in width the centerline of said easement to be in the road as now constructed and used and approximately described as follows: Beginning at a point of the West line of Section 9, Township 24 South, Range 9 E.W.M. in Klamath County, Oregon, that is 1250 feet South of the Northwest E.W.M. In Mamain County, Oregon, that is 1200 leet south of the Northwest corner of said Section 9; thence South 70° East 200 feet; thence South 15° West 595 feet; thence South 35° East 330 feet; thence South 12° East 495 feet; thence South 20° West 330 feet; thence South 10° East 330 feet; thence South 70° East South 20° West 330 feet; thence South 10° East 330 feet; thence South 70° East 50 feet more or less to the Westerly right of way boundary of U.S. Highway No. 97.

I hereby certify that the within instrument was received and filed for record on the <u>11</u> day of <u>AUGUST</u> A.D., 19 83 at <u>11:18</u> o'clock <u>AU</u> STATE OF OREGON: COUNTY OF KLAMATH :88 <u>Λ</u>Μ, and duly recorded in VolM83, of MTCES EVELYN BIEHN COUNTY CLERK

by Juel

Fee \$ 12.00