

TRANSAMERICA TITLE
TAHOE ESCROWS, Unltd., Inc. #71107 **27908**

WHEN RECORDED,
PLEASE MAIL THIS INSTRUMENT TO

MATLEY & WILDES
c/o FIRST COMMERCIAL TITLE
Box 569
Reno, Nevada 89504

Vol. 783 Page 15204

Order No. _____
Escrow No. 71101
Loan No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Request For Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded

on June 9, 19 83, in Book M-83, Page 9095, or instrument number _____, Official
Records of Klamath County, Oregon, and describing land therein

executed by RAYMOND M. GRAY, SR. AND RAYMOND M. GRAY, JR., as Trustor,
in which MATTCO PROPERTY INVESTMENT CORPORATION, a Texas Corp. is named as
Beneficiary, and TRANSAMERICA TITLE, as Trustee,
be mailed to MATLEY & WILDES
c/o FIRST COMMERCIAL TITLE
at Box 569, Reno, Nevada 89504
Number and Street

City and State

Marshall R. Matley
Marshall R. Matley

STATE OF ~~OREGON~~ Nevada
COUNTY OF WASHOE ss.

On AUGUST 30, 1983
before me, the undersigned, a Notary Public in and for said
State, personally appeared Marshall R. Matley

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Maggi L. Kennedy
MAGGI L. KENNEDY
Name (Typed or Printed)



(This area for official notarial seal)

03 SEP 7 11 2 03

RECORDING REQUESTED BY

15205

TAHOE ESCROWS, Unltd., Inc. #71107

AND WHEN RECORDED MAIL TO

Name MATLEY & WILDES
c/o FIRST COMMERCIAL TITLE
Box 569
Reno, Nevada 89504

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 495 C (1-68)

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS as additional collateral

This Deed of Trust, made this 26th day of August, 1983, between

TAHOE MARINA DEVELOPMENT, a Nevada corporation
RAYMOND M. GRAY, SR., AND RAYMOND M. GRAY, JR., herein called TRUSTOR,
whose address is P.O. Box 308, Tahoe Vista, CA 95732 (city) (zone) (state)
(number and street)

~~TAHOE ESCROWS, UNLTD., INC., a California corporation,~~ herein called TRUSTEE, and
FIRST COMMERCIAL TITLE, INC.
MARSHALL R. MATLEY, a married man, as his sole and separate property, as to an undivided 1/2
interest and THE KEITH G. WILDES AND IDEAL WILDES TRUST, dated March 11, 1981, as to an undivided 1/2 interest, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,
that property in the unincorporated area of Klamath County, Oregon County, California, described as:

SEE DESCRIPTION ATTACHED HERETO, MADE A PART HEREOF, MARKED EXHIBIT "A"

Commonly known as The Winema Hotel, Klamath Falls, Oregon

THIS IS ONE OF THREE DEEDS OF TRUST securing one note in the amount of \$500,000.00

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$500,000.00 executed by Trustor in favor of Beneficiary or order.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, 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, issues and profits, including those past due and unpaid, and apply the same, any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and in such order as 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. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That 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 Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

NEVADA
STATE OF CALIFORNIA } SS.
COUNTY OF Carson City }
On August 31, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared
Raymond M. Gray, Sr.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS my hand and official seal.

Signature Angela Zimmerman
Angela Zimmerman
Name (Typed or Printed)

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Signature of Trustor
TAHOE MARINA DEVELOPMENT
a Nevada corporation

By: Raymond M. Gray, President
Raymond M. Gray, Jr.
Raymond M. Gray, Sr.



ANGELA ZIMMERMAN
Notary Public - Nevada
Carson City
My Appointment Expires Feb. 8, 1986

(This area for official notarial seal)

NEVADA
STATE OF CALIFORNIA } SS.
COUNTY OF Carson City }
On August 31, 1985 before me, the undersigned, a Notary Public in and for
said State, personally appeared Raymond M. Gray, Jr.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS my hand and official seal.

Signature Angela Zimmerman



ANGELA ZIMMERMAN
Notary Public - Nevada
Carson City
My Appointment Expires Feb. 8, 1986

(This area for official notarial seal)

THE NEAREST
COMPANY
ANCE

se within Deed of Trust,
is hereby requested and
Trust, to cancel all evi-
dence with the said Deed
said Deed of Trust, the

it securag...
ce will be made.

PARCEL 1

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at the intersection of the Southerly line of Pine Street and the Easterly line of Eleventh Street in the City of Klamath Falls, Oregon; thence Northeasterly along said Southerly line of Pine Street 170 feet to a point thereon distant 50 feet Southwesterly along said Pine Street from the most Westerly corner of Lot 5, Block 3, Hot Springs Addition to the City of Klamath Falls, Oregon; thence Southeasterly and parallel with said Easterly line of Eleventh Street 112 feet; thence Southwesterly parallel to said Pine Street, 50 feet; thence Southeasterly parallel with Eleventh Street 8 feet; thence Northeasterly and parallel with the Northerly line of Main Street in the City of Klamath Falls, Oregon, 125 feet; thence Southeasterly and parallel with said Easterly line of Eleventh Street 120 feet to said Northerly line of Main Street at a point thereon distant 50 feet Southwesterly from the Southwest corner of Lot 6, Block 3, Hot Springs Addition to the City of Klamath Falls, Oregon; thence Southwesterly along said Northerly line of Main Street 245 feet to the Northeast corner of Main Street and Eleventh Street; thence Northwesterly along the Easterly line of Eleventh Street to the point of beginning.

PARCEL 2

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Commencing at the point on the Southerly line of Pine Street which is distant 50 feet Southwesterly along said Pine Street from the most Westerly corner of Lot 5, Block 3, Hot Springs Addition to the City of Klamath Falls, Oregon, and thence running Southeasterly and parallel with the Easterly line of Eleventh Street a distance of 112 feet to the true point of beginning of this description; thence Southwesterly and parallel to said Pine Street 50 feet; thence Southeasterly and parallel with Eleventh Street 8 feet; thence Northeasterly and parallel with the Northerly line of Main Street a distance of 50 feet; thence Northwesterly and parallel with Eleventh Street a distance of 8 feet, more or less, to said true point of beginning.

(6/82) — (Corporation) Tahoe Escrows, Unltd.

STATE OF Nevada
 COUNTY OF Carson City ss.
 On August 31, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond M. Gray and
 _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as
 _____ President and _____ Secretary, on behalf of
TAHOE MARINA DEVELOPMENT
 the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
 WITNESS my hand and official seal.



Signature Angela Zimmerman

(This area for official notarial seal)

STATE OF OREGON: COUNTY OF KLAMATH :ss
 I hereby certify that the within instrument was received and filed for record on the 7th day of September A.D., 1983 at 2:03 o'clock P M, and duly recorded in Vol M83, of Mortgages on page 15204

Fee \$ 16.00

EVELYN BIEHN COUNTY CLERK
 by Barbara A. Litch Deputy