44418	TR	UST DEED	Voi. 1/194	10001 <b>21</b> 165
THIS TRUST D	EED, made this 18th Allan Matthews	day of	December	. 19. 84 , betwe
as Grantor,				
	William P. Brandsness South Valley State Ban	1k		, as Trustee, a
as Beneficiary,	WIT	NESSETH:		
Grantor irrevocab. inKlamath	ly grants, bargains, sells and c County, Oregon, desc	CORVERS to tru	stee in trust, with	power of sale, the proper
Lot 2, LESS the Nor	theasterly 10 foots and		asterly 17.9 f	eet of lot 3
State of Oregon.	ITION TO THE CITY OF KL	AMATH FALLS	, in the Count	y of Klamath,
together with all and singular now or hereafter appertaining	the tenements, hereditaments and , and the rents, issues and prolits ri	appuitenances &	nd all other rights the	rrunto belonsins or in anno 1
FOR THE PURPOSE	OF SECURING PERFORMANC			actached to or used in conne
		100		
not sooner paid, to be due an The date of maturity of	d number 12	, ,	or or	principal and interest hereof,
the goove described real	the debt secured by this instrumen	ultural, timber or s	ted above, on which ti grazing purposes.	he final installment of said not
L. To protect the security . L. To protect, proserve and and retain by to receive a comparison	of this trust deed, grantor agrees; maintain said property in good condition	fa: consent to Aranting any ex- subord-nation of	the making of any map of serverit or creating any is	r plat of said property; (b) join in estriction thereon, (c) join in an it this devid or the lien or chards
2. To complete or restore manner any building or improvement destroyed thereon and out whether	with property. promptly and in good and workmanlike it which may be constructed, damaged or	thereol, (d) rec e &:Antee in any e legally entitled i	onvey, without wairanty, reconveyance may be d	all or any part of the hen or charge all or any part of the property. The scribed as the "person or person
tions and restrictions attecting said j	ordinances, regulations, covenants, condi- scoperty, if the beneficiary so requests, to	. Metrices mention 10. Upor	nd in this paragraph shall b	e not less than \$5.
proper while office as all and	rments pursuant to the Uniform Commer- equire and to pay for filing same in the eff as the cost of all lien searches made is as may be deemed desirable by the	pointed by a co the indebtedness effy or any co	urt, and without regard t hereby secured, enter upo	o the adequacy of any security for in and take possession of said prop-
4. To provide and continuou	nly maintain insurance on the buildings premises against loss or damage by tire iruary may from time to time require, in	less costs and product less costs and est news tees upon	s, including those past du penses of operation and c any indebtedness secured	n and take possession of said prop s sue or otherause collect the rents e and unpaid, and spiply the same bliection, including reasonable attor- hereby, and in such order as bene-
companies acceptable to the benefici- policies of insurance shall be defined	arv, with loss pavable to the latter, all	11. The collection of wa	entering upon and takin	g possessen of said property, the
deliver said policies to the beneficiary	on to procure any such insurance and to a fleast fifteen days prior to the expira-	property, and the watter any defail	e application or release th	, or the proceeds of fire and other is for any taking or damage of the rend as alivesiand, shall not cure or reunder or invalidate any act done
collected under any line or other ins ciary upon any independences secured may determine or other insecured	are at grantors expense. The amount urance policy may be applied by heneti- hereby and in such order as beneticiary.	12. Upan hereby or in his	d-fault by grantor in pa	yment of any indebtedness secured
any part thereof, may be released to not cure or waive any default or noti act done nursuant to use poties	granter, such application or release shall be cl. default hereunder or invalidate any	declare all sums event the benefic in equity as a n advertisement as	nary at his election may mortage or direct the true	ery due and payable. In such an proceed to foreclose this trust deed free to foreclose this trust deed by
5. To keep said premises free taxes, assessments and other charges adjust said property between	e from construction liens and to puy all that may be levied or assessed upon or it of such taxes, assessments and other	execute and caus to well the said hereby whereite	e to be recorded his writte described real property	in porteriary or the trustee shall in notice of default and his election to satisfy the obligations secured
to beneficiary; should the grantor fai ments, insurance premiums liene of	nt and promptly deliver receipts therefor I to make payment of any taxes, assess- other charges payable by grantor, either	the manner provi 13. Shoul	ded in ORS 56.740 to 36.3	95.
by direct payment or by provident	is all its option, make payment thereof.	ther after defaul	t at any time prior to liv	e days before the date set by the
make such payment, beneticiary may and the amount so paid, with interest bereby to bether with the oblighter	at the rate set forth in the note secured	ORS \$6.762 ma	v new to the heartor	or other person so privileged by
make such payment, beneliciary man- and the amount so paid, with interest hereby, together with the obligations trust deed, shall be added to and be trust deed, without waiver of any ri covernaits hereof and for cohe once	as the rate set forth in the note secured described in paragraphs 6 and 7 of this come a part of the debt secured by this ights arising from breach of any of the	ORS 86.760, ma tively, the entire obligation secured enforcing the ter	y pay to the beneticiary of amount then due under t i thereby (including costs of the objection and	or other person so privileged by it his successors in interest, respec- the terms of the trust deed and the and expenses actually incurred in
make such payment, beneficiary may and the amount so paid, with interest hereby, together with the obligations trust deed, without waiver of any ri covenants hereol and tor such payme effy hereinbelvre described, as vell same extent that they are bound to dewribed and all work payments the	as the faire set forth in the note secured described in paragraphs 6 and 7 or this come a part of the debt secured by this dibts arising from brench of any of the rts, with interest as aloresaid, the prop- as the grantor, shall be bound to the of the payment of the obligation heren	ORS 86.763, ma tively, the entire obligation secured enforcing the terr ceeding the amou CIDAL as would n	y pay to the beneticiary of amount then due under t thereby (including costs ins of the obligation and t ints provided by law) of of them has drive had	or other person so privileged by r his successors in interest, respec- he terms of the trust deed and the and expenses actually incurred in rustees axid attorney's less not ex- er than such portion of the prin-
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make such payment, beneficiary may and the such payment, beneficiary may and the such payment, beneficiary may around the such that the such payment trust deed, without waiver of any ri- covenants hereol and tor such payme- erty hereinbefvre described, as vell same extent that they are bound to described, and all such payment shear out notice, and the nonpayment there- tender all sums secured by this trust vonstitute a breach of this trust deed. 6. To pay all costs, lees and of tile search as well as the other co- in connection with or in entoring this	as the faire set forth in the note secured described in paragraphs 6 and 7 or this come a part of the debt secured by this diffic arising from breach of any of the rise with interest as aloresaid, the prop- as the diration, shall be bound to: the of the payment of the obligation here an 1 be immediately due and parable with-	ORS 55.760, ma tively, the entire obligation secures enforcing the terr cereding the arrow cipal as would in the delault, in with the truster place designated be postponed as in the parcel or auction to the hi	where the fraction of the fraction amount for including costs to there for including costs ins of the obligation and t ins provided by law) out of then be due had ro c this not all foreclosure where the sale shall be held in the notice of sale or provided by law. The tru in represse parcels and ifferit origider for cash, par	or other person so pivuleded by this successors in interest, respec- be terms of the trust deed and the and expenses actually incurred in rustee's and attorney's lees not ex- ter than such portion of the prin- lefault occurred, and thereby cure proceedings shall be dismissed by to m the date and at the time and the time to which said sale may the may sell and property either thall sell the parcel or parcels at table at the time of sale. Trustee
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make such payment bering potenting and the amount so paid, seiver may hereby, together with the oblighteese trust deed, whithe added to and be trust deed, whithe added to any the trust deed, whithe added to any the trust deed, whither added to any the trust deed, whither added to any the trust deed, and the such as ell same eitent that they are bound it out notice, and all such payments that out notice, and all such payments that out notice, and such payments that render all such payments that the same as well as the other co in connection with or in enforcing this lees actually incurred. 7. To appear in and delend attest the security rights or powers of action or proceeding in which the ben- any suit for the local out is the security ending evidence of title and the ben- amount of atterney's fees mentioned i is de the trial court and in the se- red attest pay and a secure function of the security in the security rights or powers of action as proceeding in which the ben- any suit for the local security the security rights or the security is fees mentioned is the security and a secure function fun- ther and a security and in the sec- ther and security and in the sec- ther and security and in the sec- ther and security and a security for the security and a security for the security is the our shall security and in the sec- ther and a security and a security for the security and a security and a security for the security and a security and a security and any suit of the security and a security and any security and a security and any security and a security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security and any security any security and any securit	It can be all orth in the note secured clearing in paragraphs 6 and 7 or this come a part of the delt secured by this diffs arising from breach of any of the rise, with interest as aloresaid, the prop- as the diration, shall be bound to: the rithe payment of the obligation here n if be immediately due and payable and if be immediately due and payable and exponses of this trust including the cost of the dirace of the trustee incurred a obligation and trustee's and attorney a obligation and trustee's and attorney a any action or proceeding purporting to here for y all costs and expose, including led, to pay all costs and expose, the not his paragraph 7 in all cases shall be ent of an appeal from any undgement or here agrees to pay such sum at the ap- a at the beneficiary's or trustee's attor- as the beneficiary's or trustee's attor- as the beneficiary's or trustee's attor- as the beneficiary's or trustee's attor-	ORS 85.76.), ma tively, the entire obligation secured enforcing the terr cerding the arrow Cipal as would in the default, in we the default, in we place designated be postponed as in one parcel or auction to the hi- shall deliver to to the property so of plied. The recital of the truthfulmes the granter and bi- 15 When shall apply the p endormer, (2) to having recorded 1 deed as their inte surplus. If are, to aurphas.	y pay to the beneficiary of amount then due under t amount then due under t it hereby (including costs its of the obligation and t inits provided by law) of, of then be due had roo of hich event all foreclosure while, the sale shall be held in the notice of sale or provided by law. The tru in wherate pareis and i first builder for cash, pai he purchaser is dealy coop of, but mithout any coop of the deed of any matter a thereot. Any person, es ins the event Any person, is thereot. Any person, es institute sells purchase at truster sells purchase at truster sells purchase by item subsequent to the second tests may appear in the of the fantor or to his sa	or other person so privileged by this successors in interest, respec- he terms of the trust deed and the rustee's ack attorney's lees not es- ter than such portion of the prin- lelault occurred, and thereby cure proceedings shall be dismissed by to m the data and at the time and the time to which said sale may stee may sell such property either main sell such proto or parcels at table at the time of sale. Trustee mas required by law conveying mant or warranty, espess or im- erm as required by law conveying mant or warranty, espess or in- the ball be trustee, but including the sale. In childing the sale provided herein, trustee he powers provided herein, trustee to of (1) the expenses of sale, im- t a reasonable charge by trustees the trust (at the trustee in the trust erest of the trustee in the trust
make such asymmt, boy providing make such asymmt, boy provident main and the amount so paid with mittered hereby, together with the oblightsmatrust deed, without waiver of any right of the such asymptotic second and the such payme etter hereinbelve described, as i ell same extent that they are bound in described, and all such payments shalout notice, and the nonpayment there tender all sums secured by this trust deed. To pay all cost, tees and of tile search as well as the other coin connection with or in entoring this security rights or powers of the security that and defend altered the tradement of the ben any will enser the and right exceeding the security rights or powers of the tradement of the ben any will be counted in the security rights or powers of the tradement of the ben any more than a second that adjudge reasonable nev's less on such appeal. 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Trustee that sell the parcel or parcels at the sale and the time end the time to which said sale may and or warranty, express or im- mation or warranty, express or im- mation or warranty, express or im- ter the trustee by law conveying the sale. Trustee the first provided herein, trustee the first provided herein, trustee the first provided herein, trustee the first provided herein to any the the printer and the trust is result on the trustee in the trust is result of the trustee in the trust is result and the trustee in the trust is result and the trustee in the trust is rester of the procety and (4) the tween one herein or to any to this accountment, and without it re shall be made by written
make such payment boys provided the arrount so paid, electron may and the arrount so paid, electron may and the arrount so paid, electron may trust deed, shall be added to and be trust deed, without a aiver of a not recoverants hereoit and tor such payme etty hereinbelve described, as sell same estent that they are bound in described, and all such payments shall out notice, and the nonpayment thereinced all such secured by this trust constitute a breach of this trust deed. To any all costs, tees and of the secured by this trust constitute a breach of this trust deed. To be all costs, tees and of the secured by this trust constitute a breach of this trust deed. To be all costs, tees and of the secure by this trust constitute a breach of this trust deed. 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The some reason permuted by is contered the truther to the heat the truther to the heat the truther to the the truther and the the truther and the the the truther to the the to the to the the to the the to the the to the the the to the the the the to the the to the the the the the the the the the the	of other person so privileged by this successors in interest, respec- he terms of the trust deed and the and expenses actually incurred in rustee's and attorney's iees not ex- ier than such portion of the prin- lefault occurred, and thereby cure proceedings shall be dismissed by the time to which said sale may the time to which said sale may the may sell and property esti- table at the time of agle. Trustee that well the parcel or parcels table at the time of agle. Trustee orm as required by law conveying the sale have by the sale. Trustee to fact shall be conclus we proof cluding the trustee, but including the bale. 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make such payment, burief plot alm and the armount so paid, sciences, may and the armount so paid, sciences, may hereby, together with the oblighters, may trust deed, whither added to any be trust deed, whither added to any be reversed and the such payme erty hereinfelve described, as sell same estent that they are bound lo ut notice, and if such payments that out notice, and if such payments that the science and if such payments the ender all sums secured lynch thrut constitute a breach of this trust deed of tile search as well as the other sci in connection with or in enforcing this less actually incurred. 7. To appear in and defend diffect he security rights or powers of action or proceeding in which the been any suit for the local court, generator fur related by the trial court and in the se- ther are and the and the bon- mount of attrongels fees menion fur related by the trial court and in the sever the security revent that any postor under any suit for the local payment of the security revent that any postor under any suit reasonable courts and that the sci and a proceed that it is the sci and appeal. If is not all or such appeal is the on such appeal of the trial court and the ben incurred by scance in such appearts and the the sci and appearts that a scompension to reasonable courts and any suit reasonable courts and appearts and the tribut of any appeart and and thereby; and appearts on such the such instruments and and thereby; and appearts on the sci and appearts on the such appearts on the sci and and appearts on the such appearts on the sci and appearts on the sci and and appearts on the sci and appearts on the sci and appearts on the sci and and are sci appearts on the sci and appearts on the sci appearts on the sc	In the fall set forth in the note secured clearing in paragraphs 6 and 7 or this come a part of the delt secured by this diffic arising from breach of any of the rise, with interest as aloresaid, the prop- as the frantor, shall be bound to: the rithe payment of the obligation here in the immediately due and payable and the simmediately due and payable and exponses of this trust including the cost of the structure and in the beneficiary. if end immediately due and payable and exponses of this trust including the cost of the structure of the trustee incurred is obligation and trustee's and attorney is obligation and trustee's and attorney is any action or proceeding purporting to here for year and exposed in annisult. the integraph 7 in all cases shall be ent of an appeal from any underent or her agrees to per such sum as the ap- er of all of said property shall be taken ounformation, beneficiary shall be taken ounformation, beneficiary shall be taken ounformation, beneficiary shall be taken of this paragraph 7 in all cases the and attorneys of the amount required and attorneys of the such actions is shall be paid to beneficiary and to so any applied upon the infediredires its own expense, to take such actions to under spined upon the infediredires its own expense, to take such actions to upice.	ORS \$6.763, ma tively, the entire obligation secure enforcing the term cerding the arrow cipal as would en- the default, in w the truster. 14, Other place deviations in one pacel or wattom to the hi shall deliver to to the property so i plied. The result of the trusthulines the first of the the shall deliver to to the property so i plied. The result of the trusthulines the first of the the shall deliver to to hearing recorded is deding the comp attorney. (2) to hearing recorded is deding the comp attorney, (2) to hearing recorded is deding the comp inter apply the g inter apply the	(a) pay to she have grant of the particulary of amount is the distinguisticatory of amount is the distinguisticatory of a theoreby (including costs into into holidation and it into provided by law) of the hole of the ho	or other person so privileged by this successors in interest, respec- he terms of the trust deed and the rustee's acid attorney's fees not ex- ier than such portion of the prin- lefault occurred, and thereby cure proceedings shall be dismissed by the time to which said sale may the may sell said property esti- table at the time of a sale. Trustee orm as required by law conveying the sale may be trustee, but including the sale. The spress of inter- res of lact shall be conclusive proof cluding the trustee, but including the sale. In reasonable charge by trustee to (1) the supenses of sale, in- the trust deed, (3) to all persons the trust deed, (3) to all persons the trust end the trustee in the trust effect of their procety and (4) the viscon experiment, and without is such acycliment, and without is such acycliment, and without is such acycliment, and without is such acycliment, and without is ball be visited with all tritle- tion and the made by written inclusters to this trust deed in the time to the strustee.

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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.

purposes.

purposes. This deed applies to, inures to the benefit of und hinds all parties hereto, their Feirs, legatees, devisees, administrators, execu-tors, 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 breein. In constraing this deed and whenever the context so requires, the musculine gender includes the forminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and your first above written. Alter Tita

Allan Matthew

\* 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 lien to finance the purchase of a dwelling, use Stevens-Ness Ferm No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Ferm No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

If the signer of the phone is a corporation.

use the form of acknowledgment opposite.]	¥7. 4+0µ	
STATE OF OREGON,	STATE OF OREGON, County of	) 55.
County of Klamath	. 19	
December 18 . 1984	Personally appeared	and
Personally appeared the above numed		who, each being first
Allan Matthews	duly sworn, did say that the lormer is the	
	president and that the latter is the	
	secretary of	ана стана стана Стана стана стан
ment to be his voluntary act and deed. Before me: CEFFICIALS Friday Stackton	a corporation, and that the seal allixed to the corporate seal of said corporation and that th sealed in behalt of said corporation by author and each of them acknowledged said instrum and deed. Before me:	e instrument was signed and ity of its board of directors;
SEAL Natary Public for Oregon	Notary Public for Oregon	(OFFICIAL SEAL)
My commission expires: 5-14-87	My commission expires:	

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 I ne undersigned is the legal owner and noider of all indeptedness secured by the foregoing frust 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 terros of said trust deed the estate now held by you under the same. Mail seconveyance and documents to

DATED:

. 19 .

Beneficiary

Do not lose or destroy this Trust Dood OR THE NOTE which it social. Both must be delivered to the trustee for cuncellation before reconveyonce will be made.

TRUST DEED		STATE OF OREGON, County of Klamath SS. I certify that the within instru-
Grantor	SPACE RESERVED FOR HECORDERS USE	ment was received for record on th 27th day of December, 19.84. at 2:57 o'clock P M., and recorded in book reel volume No. MS4 of page 21465 or as document fee file instrument/nucrofilm No. 44418 Record of Mortgoges of said County Witness my hand and seal of County affixed.
Beneticiary		
Beneficiary Louth Latting State Bank B. o. 2. 5210 K.F.O.	See: \$9.00	Evelyn Biehn, County Clerk By Prom Smith Deputy