

MHC 14409

OC

44501

TRUST DEED

Vol. 1784 Page 21672

THIS TRUST DEED, made this 26th day of December, 1984, between
SAN MATEO INVESTMENT CO., a California Corporation

as Grantor, Stewart Title of California, a California Corp., as Trustee, and
KNUTE N. HYLEN AND ELLEN B. HYLEN, CO-TRUSTEES OF THE KNUTE N. HYLEN AND
ELLEN BRICKER HYLEN 1980 DECLARATION OF TRUST, and CHARLES W. MAHLER AND
GLORIA MAHLER, husband and wife as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:

Lots 9 thru 18, inclusive, Block 1, of SHASTA VIEW TRACTS, according to the
official plat thereof on file in the office of the County Clerk of
Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging, of or in anywise
now or hereafter accruing and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used 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 ONE HUNDRED SIXTY ONE THOUSAND NINE HUNDRED AND NO/100 - - - - -
- - - - - (\$161,900.00) - - - - - Dollars with interest thereon according to the terms of a promissory

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 as per terms of note.

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.

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 and good reputation
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 or cause to be completed, and in good and workmanlike
manner, any improvement which may be constructed, damaged or
destroyed thereon and pay when due all costs incurred thereon.

3. To comply with all laws, ordinances, regulations, covenants, conditions
and restrictions affecting said property, and to cause the same to be
observed and to pay when due all costs incurred thereon.

4. To provide and maintain insurance on the buildings, contents
and such other hazards as the beneficiary may from time to time require in
an amount not less than \$

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and such other hazards as the beneficiary may from time to time require in
an amount not less than \$

6. To keep said premises 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 payment of any taxes, assessments,
insurance premiums, liens or other charges payable by grantor, either
by direct payment or by providing beneficiary with funds with which to
make such payment, beneficiary may, at its option, make payment thereof,
and the amount so paid, with interest at the rate set forth in the note secured
hereby, together with the obligation described in paragraphs 8 and 9 of this
trust deed, shall be added to and become a part of the debt secured by this
trust deed, without waiver of any rights arising from breach of any of the
covenants herein and for such payments with interest as at record the property
herein described, as well as the grantor, shall be bound to the same extent
that they are 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, 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.

7. To pay all costs, fees and expenses of this trust including the cost
of title search as well as the other costs and expenses of the trustee incurred
in connection with or in enforcing this obligation and trustee's attorney's
fees actually incurred.

8. 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 and expenses, in-
cluding attorney's fees mentioned in this paragraph 7 in all cases shall be
liability by the trial court and in the event of an appeal from any judgment or
decree of the trial court, grantor further agrees to pay such sum as the ap-
pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-
ney's fees on such appeal.

It is mutually agreed that:

9. In the event that any portion or all of said property shall be taken
under the right of eminent domain or condemnation, beneficiary shall have the
right, if it so elects, to require that all or any portion of the money payable
as compensation for such taking, which are in excess of the amount required
to pay all reasonable costs, expenses and attorney's fees necessarily paid or
incurred by grantor in such proceedings, shall be paid to beneficiary, and
applied by it first upon any reasonable costs and expenses and attorney's fees,
both in the trial and appellate courts, necessarily paid or incurred by ben-
eficiary in such proceedings, and the balance applied upon the indebtedness
secured hereby; and grantor agrees, at its own expense, to take such actions
and execute such instruments as shall be necessary in obtaining such com-
pensation, promptly upon beneficiary's request.

10. At any time and from time to time upon written request of ben-
eficiary, payment of its fees and presentation of this deed and the note for
endorsement (in case of full reconveyance, for cancellation), without affecting
the liability of any person for the payment of the indebtedness, trustee may

11. In the event of any default by grantor, beneficiary may, at any
time, without notice to grantor, sell, lease, convey, mortgage, or otherwise
dispose of the property secured hereby, and the proceeds of such sale, lease,
conveyance, mortgage, or disposition shall be applied to the payment of the
principal and interest due on the debt secured hereby, and the balance of the
proceeds shall be paid to grantor or to such other person as may be directed
by grantor in writing.

12. The trustee shall, upon the making of any such sale, lease, conveyance,
mortgage, or disposition, execute and deliver to the purchaser, lessee, vendee,
or other person to whom the property is sold, leased, conveyed, mortgaged, or
otherwise disposed of, a deed or other instrument of conveyance, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

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otherwise disposed of, a deed or other instrument of conveyance, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

14. If the trustee has commenced foreclosure by advertisement and
sale and at any time prior to 5 days before the day the trustee conducts the
sale, the grantor or any other person as privileged by ORS 46-252, may cure
the default or defaults. If the default consists of a failure to pay, when due,
the principal or interest due at the time of the cure, the cure shall be made by
paying the amount due at the time of the cure, and the trustee shall be bound
to accept the same as full payment of the debt secured hereby, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

15. After the trustee has commenced foreclosure by advertisement and
sale and at any time prior to 5 days before the day the trustee conducts the
sale, the grantor or any other person as privileged by ORS 46-252, may cure
the default or defaults. If the default consists of a failure to pay, when due,
the principal or interest due at the time of the cure, the cure shall be made by
paying the amount due at the time of the cure, and the trustee shall be bound
to accept the same as full payment of the debt secured hereby, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

16. If the trustee has commenced foreclosure by advertisement and
sale and at any time prior to 5 days before the day the trustee conducts the
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to accept the same as full payment of the debt secured hereby, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
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sale and at any time prior to 5 days before the day the trustee conducts the
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shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

20. If the trustee has commenced foreclosure by advertisement and
sale and at any time prior to 5 days before the day the trustee conducts the
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the principal or interest due at the time of the cure, the cure shall be made by
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to accept the same as full payment of the debt secured hereby, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

21. If the trustee has commenced foreclosure by advertisement and
sale and at any time prior to 5 days before the day the trustee conducts the
sale, the grantor or any other person as privileged by ORS 46-252, may cure
the default or defaults. If the default consists of a failure to pay, when due,
the principal or interest due at the time of the cure, the cure shall be made by
paying the amount due at the time of the cure, and the trustee shall be bound
to accept the same as full payment of the debt secured hereby, and the trustee
shall be conclusively presumed to have acted in conformity with the directions
of grantor in the making of any such sale, lease, conveyance, mortgage, or
disposition.

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, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 676.509.

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, 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, binds 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 wherever 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.

* 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 Form 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 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.)

STATE OF OREGON,)

County of) ss.

, 19

Personally appeared the above named

California)
STATE OF OREGON, County of San Mateo) ss.
December 26, 19 84

Personally appeared E. Ernest Gustafson

who being first

duly sworn, did say that ~~XXXXXX~~ is the
president ~~XXXXXX~~
~~XXXXXX~~ of San Mateo Investment Co.,

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:

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

Notary Public for California

My commission expires:

OFFICIAL SEAL
BARBARA THALL
NOTARY PUBLIC - OREGON
SAN MATEO COUNTY
My Comm. Expires June 23, 1988

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

OFFICIAL SEAL
BARBARA THALL
NOTARY PUBLIC - OREGON
SAN MATEO COUNTY
My Comm. Expires June 23, 1988

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust 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 terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: _____, 19

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. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

Stewart Title #441433
1234 Howard Ave.,
Burlingame, Cal. 94010

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instrument was received for record on the 28th day of December, 19 84, at 4:30 o'clock PM, and recorded in book reel volume No. 184 on page 21672 or as document/fee/file/instrument/microfilm No. 44501. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
By *Barbara Thall* Deputy