TRUST DEED

Vel. Mgc Page 3690 🏶

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as (Grantor,					
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			50)	utn. Va	lley	tate Ban
as F	Beneficia				100	

.day of _____March _______19.85 ;; between

in book/real/mians No on page (689) or as too/lile/instra-Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property ត្តិនៅដែល

Lot lain Block 12, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 1 according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Lot 13 in Block 92, KLAMATH FALLS FOREST ESTATE HIGHWAY 66 UNIT, PLAT NO. 4 according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon Clerk of Klamath County

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, 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 Thousand and No/100----

sum of UNE of NOUSCHOL AND FULL STATES AND S

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:

I protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all aws, ordinances, regulations, covenants, conditions and restrictions after this paid property; if the beneficiary so requests, to claim the security such timancing statements pursuant to the Uniform Commerproper public office or offices, as well as the cost of all lien searches made beneficiary of searching agencies as may be deemed desirable by the

tions and restifictions altecting such sodimances, regulations, covenants, condicial Corescuting such financing statement; if the beneliciary sore concial Corescuting such financing statement; if the the linking of the condition of the cond

tural, fimber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge the property; all of the property. The described as the "person or persons the person or persons of the property of the property. The described as the "person or persons of the property of the property of the property of the property of the property. The described as the "person or persons of the property of the

pursuant to such notice.

It is upon default or notice of default hereunder or invalidate any act done pursuant to such notice.

It is upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may defeate all sums secured hereby mimediately due and payable. In such an in equity as a mortgage or direct the trustee to foreclose this trust deed advertisement and sale. In election may proceed to foreclose this trust deed due to the said described the latter event the beneficiary or thrustee shall to self the said described approperty to satisfy the obligation 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.

13. Should the beneficiary elect to foreclose by advertisement and sale trustee for the trustee's sale, the grantor or other person so privileged by then after default at any time prior to live days before the date set by the function secured them after default at any time prior to live days before the date set by the ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire mount then due under the terms of the trust deed and beligation secured thereby (including costs and expenses actually incurred in eceding the amounts provided by law) other than actual portion of the principal as would not he be due had no default occurred, and thereby cure the trustee.

cipal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and the place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said roperly either auction to the highest bidder cash, payable at the time of parcels at shall deliver to the purchaser it cash, payable at the time of a parcels at shall deliver to the purchaser it cash, payable at the time of a parcels at shall be diver to the purchaser it cash, payable at the time of a parcels at shall be conclusive proof the truthfulness thereof. Any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee the property so sold, but without any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's having recorded liens subsection accured by the trust deed, (3) call persons deed as their interests may appear in the order of their priority and (4) the samplus.

16. For any reason permitted by law beneficiary may from time to successor trustee appoint as successor or successor trustee appoint as concessor trustee appoint as a successor trustee appoint as a successor trustee and a point and the property is attuated instrument executed by beneficiary, containing reference to this attuit deed Clerk or Recorder of the county or counties in which the property is situated, instrument executed by beneficiary, containing reference to this trust deed Clerk or Recorder of the county or counties in which the property is situated, instrument executed by beneficiary, containing reference to the county or counties in which the property is situated,

NOTE: The Trust, Deed, Act provides, that the trustee hereunder must be teither an attorney, who is jont active member of the Oregon State Bar. a bank, trust company of states 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 subsidiarless agents or branches, the United States on any agency thereof, or an excess agent licensed under ORS 696.505 to 696.585.

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), This deed applies to, inures 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 whenever 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 defised 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 FIST lien to finance the purchase of a dwelling; use Stevens-Noss 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, STATE OF OREGON, County of STATE OF OREGON, ,19. County of Klamath March 11 , 1985 ... Personally appeared the above named..... duly sworn, did say that the former is the George H. Mattison president and that the latter is the a corporation, and that the seal affixed to the foregoing instrument is the corporats 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. and acknowledged the foregoing instruvoluntary act and deed. ment be 01 S Before me: Refore me: OFFICIAL TWILL Stollto Rotary, Public for Oregon (OFFICIAL Notary Public for Oregon SEAL) My commission expires: 3-14-87 My commission expires: REQUEST FOR FULL RECONVEYANCE g brotisad to No. 30 To be used only when obligations have been poid. Secharer To: "Trustee production and problems are tracked by the product of and and thereof, as 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 top that said real estato.

DATED: resist approximation the real real performent and apportentions and off street approximation of properties. Beneticiary COUNTY IN BLOCK 92, KLAMMATH FALLS FOREST ESTATE BIGHWAY OB UNIT, PLAT NO. A according to the official plat thereof on file in the office of the County Claribe Majjore, a Lyangh, pred or Live Mode, which is secured good was predicted to the trastee to caucaligation performs and performance will perform the proof of the county of the cou STATE OF OREGON, Cler.TRUST DEED Ledo according though we conficial plat thereof on File in the offic County of Low Famath TO C STEVENE NESS CAW PUB. CO., PORTLAND, DHE. L. W. 2 LOUSE LESTY LES HICHNYA CO. R.M. Incertify that the within instrument was received for record on the 12th day March ,19.85 , Change of March 19.85., of March 19.85., or contact of the contact in book/reel/volume No. M85 on page 3690 or as tee/tile/instru-Grantor ment/microfilm/reception No. 46766 FOR en Bonehmer Record of Mortgages of said County. as Grands Mill**Benedicia.** South Valley State Bank Witness my hand and seal of County affixed. Ge rge U. Mattison Evelyn Biehn, County Clerk AFTER RECORDING RETURN TO

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18021 DEEF Fee: \$9.00

KLAMATH FALLS, OREGON 97601

SOUTH VALLEY STATE BANK

P. O. BOX 5210