ESS LAW PUBLISHING CO., FORTLAND, OR. S 54512 16932 4 eries-TRUST DEED. TRUST DEED VOL M&S Page FORM No. 881-Ores ASPEN M-29274 THIRD THIS TRUST DEED, made this _____14th ____day of ______October _____, 19_85_, bets MARK DIMATTEO and PATRICIA ANN DIMATTEO, Husband and Wife OC. , 19_85_, between CLARKER FALLS OF SOM SAFED as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation, as Trustee, and BENJAMIN I. HICKMAN and CATHERINE F. HICKMAN, husband and wife with full rights of surviorship. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, The N¹2NE¹2NE¹2 of Section 7, Township 39 South Range 8 East of the in Sec. Willamette Meridian, in the County of Klamath, State of Oregon. IRUST DEED THIS TRUST DEED IS THIRD AND JUNION TO THE EXISTING TRUST DEED IN FAVOR OF KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, AND A SECOND IN FAVOR OF BENJAMIN J. HICKMAN and CATHERINE F. HICKMAN. 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 connec-tion 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_THOUSAND_TWENTY_TWO_AND_37/100_____ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, if <text><text><text><text><text> Ind, timber or grazing purposes.
(a) consent to the making of any map or plat of said property; (b) join in any granting any easement operanent altecting this deed or the lien or charge subordination or other operanent altecting this deed or the lien or charge subordination or other operanent altecting this deed or the lien or charge subordination or other operanent altecting this deed or the lien or charge subordination or other operanent altecting this deed or the lien or charge subordination or other operanent altecting this deed or the lien or charge subordination or other operanent altecting this deed or the lien or charge statement altecting this deed or the lien or charge statement of the results therein of any matters or lacts shall be conclusive proof of the truthulness thereol. Trustee's less for any of the services mentioned in this paragraph shall be not less than \$5.
ine without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequety of any security for pointed by a court, and without regard to the adequety of any security for issues and profits, including those past due and unpaid, and apply the same sissues and profits, including those past due and unpaid, and apply the same sissues and profits, or the proceeds of three and other collection. Including the asonable attorney's less of deermine.
11. The entering upon and taking possession of said property, the rolicetion of such ronters. issues and profits, or the proceeds of three and other collection. The entering upon are avaids lor any taking or damage of the insurance policies or compensation or awards lor any taking or damage of the insurance policies or compensation or awards lor any taking or damage of the insurance policies or compensation or awards lor any taking or damage of the insurance policies on to release thereol any to invalidate any and to cure or property, and the application or class thereol and other collection. To such ronte.
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property, and the application or release interval as automotion, such that does waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by graintor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare, all sums secured hereby immediately due and payable. In such any declare, all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust ded by in equity as a mortgage in the latter event the beneficiary or the selection execute and cause described real property to satisfy the obligation secured to self the said described real property to satisfy the obligation secured hereby whereuported by law and proceed to foreclose this trust deed in thereod as the origined by any and proceed to foreclose this trust deed in QRS 86.735. to 86.755. 13. Alter the trustee has commenced foreclosure by advertisement and

the manner provided in ORS 86.735 to 86.795. 13. Alter the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the truste conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the being our entire amount ellecting the cure shall pay to the beneficiary all costs defaults, the person ellecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed loghter with trustees and attorney's less not exceeding the amounts provided top law. It other that the trustee the trustees and the trust deed top law. It other that the trustees and attorney's less not exceeding the amounts provided top law. It of the trustees the trustees and attorney's less not exceeding the amounts provided top law. It of the trustees and attorney's less not exceeding the amounts provided top law. It of the trustees and attorney's less not exceeding the amounts provided the law.

together with: trustee's and attorney's lees not exceeding the amounts proved by law. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may place designated in the notice of sale. The trustee may sell said property estimate in one parcel or in separate parcels and shall sell the parcel or parafile auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser is deed in form as required by law conveying of the property so sold, but without any covenant or warranty, express or plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

or the truthiuness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of all to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (4) to all persons deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may trust the

surplus, il any, to the grantor or to his successor in interest entitied to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-ors to any trustee named herein or to any successor trustee appointed herein under. Upon such appointment, and without conveyance to the successor under. Upon such appointment, and without conveyance to the successor under. Upon such appointment, and without conveyance to the successor under. Upon such appointment or appointed hereunder. Each such appointment upon any trustee herein named by written instrumet executed by beneficiary, which, when tecorded in the motifage records of the county or counties in which the property is situated, shall be conclusive ptool of proper appointment of the successor trustee.

of the successor trustee. 17. Trustee accepts this trust when this deed, duly execute acknowledged is music a public record as provided by law. Trustee obligated to notify any party hereto of pending and under any other c trust or of any action or proceeding in which grantor, beneficiary or trust or of any action or proceeding in which grantor, beneficiary or shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attamey, who is an active member of the Oregon State Bar, a bank, trust company sovings, 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 of any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.555.

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16933 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 This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the 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 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 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 disclosures; for this purpose, if this instrument is not be a FIRST lien to finance the purchase of a dwelling, use Storens-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 Storens-Ness Form No. 1306; or equivalent. If compliance with the Act is not required, disregard this notice. 1 Mark DiMatteo En Ċr Talun Patricia Ann DiMatteo (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of ... STATE OF OREGON,, 19.... and County of Klamath Personally appeared 19 85who, each being first October 17 Personally appeared the above named. duly sworn, did say that the former is the..... Mark DiMatteo and Patricia president and that the latter is the..... Ann DiMatteo secretary of . "ilin 1111 a corporation, and that the seal attixed 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 14 k (OFFISIAL CONTROL OF OFFISIAL CONTROL OFFISIAL CO and deed. Before me: (OFFICIAL Notary Public for Oregon SEAL) My commission expires: My commission expires: 3-22-8 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been p ald. 그렇게 있지 않네. THE REPORTED AND Trustee والمراجعة الأترينية وال The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said TO: .. 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 100 OF SECURING PLAFORMAN induction in the reaction in the fourth of the providences and the reaction is a first providence of the fourth is a first provide the read of the fourth states the set of the fourth o ere Liter rear 1.16 DATED: Beneficiary net lose or destroy this Trust Deed OF THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be THIS TRUE FERD IS THIND AND JUNION TO ERE DAY STAND THE STATE OF OREGON, SS. TRUST DEED is a generative in general leavest of certify that the within instrument ocidian. (FORM No. 881) was received for record on the 18th day STEVENS NESS, LAW PUB. CO., FORTLAND, ORE of <u>October</u>, 19.85, or <u>October</u>, 19.85, at 10:25 o'clock <u>A.M.</u>, and recorded in book/reel/volume No. M85 on Patricia Ann Di Matteo page ______ or as fee/file/instru-SPACE RESERVED ment/microfilm/reception No. 54512, FOR RECORDER'S USE Benjamin J. Hickman Record of Mortgages of said County. Witness my hand and seal of Catherine F. Hickman Kel County affixed. AFTER RECORDING RETURN TO Aspen Title & Escrow; Inc. 600 Main Street Double the Evelyn Biehn, County Clerk. NAME Deputy Pom & 24 Klamath Falls, Oregon 97601 LITER MANATURE 54 \$9.00 Fee:

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