o. 881-Oregon Trust Deed Series-TRUST DEED. MTC- 20.381 P	Vol. m89	Laño
98913	February	, 1989, between
98913 THIS TRUST DEED, made this		
THE REPORT OF THE PARTY OF THE		as induced
MOUNTAIN TITLE COMPANY OF KLAMMAN RESOURCES	, ADULT AND FAMILY	SERVICES DIVISION
IF STATE OF OREGON, DEPARTMENT OF HOLLES		
eneficiary, WITNESSETH:	rustee in trust, with pow	ver of sale, the property
Reneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to tr Klamath County, Oregon, described as:		
Klamath Nots 4 and 5, Block A, RAILROAD ADDITION TO MALIN on file in the office of the County Clerk of Klama	ath County, Oregon	•
on file in the offer		
Tax Account No. 4112-16AD-600	and a second sec	
		reunto belonging or in anywise
gether with all and singular the tenements, hereditaments and appurtenant ow or hereafter appertaining, and the rents, issues and profits thereof and on with said teal estate or OF SECURING PERFORMANCE of each	ices and all other rights the all fixtures now or hereafter	attached to or used in connec-
W of the sold real estate.	/100	
FOR THE PURPOSE ON THREE HUNDRED FIFII AND DOLLARS,	with interest thereon accord	ing to the terms of a promissor, principal and interest hereof, if
FOR THE PURPOSE OF SECENTIAND RED FIFTY AND NOT FOR THOUSAND THREE HUNDRED FIFTY AND NOT an \$4,350.00)	antor, the that payment of	the tinal installment of said note
the of even and the the de	ate stated above,	rest therein is solu, es tister
becomes due and price or alienated by the secured by this instrument	.,	
then, at the beneficiary's option, and and payable. herein, shall become immediately due and payable. herein, shall become immediately of this trust deed, grantor agrees: subor	ing any easement or creating an	by restriction thereon; (c) join in any ecting this deed or the lien or charge part of the property. The
To protect the security of initial said property in good enternet thereon; I. To protect, preserve and maintain said property. I. To protect preserve and maintain said property. grant repair: not, premit any waste of said property. I. To protect the security of the said of the said property. I. To protect the security of the said property. I. To protect the security of the said property. I. To protect the said property of the said property	of; (d) reconvey, without watran tee in any reconveyance may be tee in any reconveyance may b	e described as the person facts shal als therein of any matters or facts shal sthereol. Trustee's fees for any of the sthereol. These than \$5.
2. To complete improvement which may red therefor. service manner any building or improvement due all costs incurred therefor.	10. Upon any default by gra	by agent or by a receiver security lo
3. To comply with all laws, property; if the beneticiary with Commer-	ted by a court, and without reg	r upon and take possession of said pent
cial Code as the beneficial, as well as the cost of deemed desirable by the issue proper public office or offices, as well as may be deemed desirable by the history of the buildings here the difficult of the buildings new the bu	es and profits, including those particular and expenses of operation a costs and expenses of operation and indebtedness sec	and collection, including reasonance as ben cured hereby, and in such order as ben
4. To provide and continuous and premises against loss of dume require, in fich	11. The entering upon and	profits, or the proceeds of file under of t
an amount not less that y be beneficiary, with loss layers as soon as insured, incompanies acceptable to the beneficiary as soon as insured and to pro- companies acceptable to the delivered to the beneficiary as soon as insured and to pro- volicies of insurance shall be delivered to the beneficiary as soon as insured and to pro- respondence of the source of the so	ive any default or notice of ucto	indebtedness security indebtedness security
if the krantor shall fail to any first and the statistical days of a said buildings, bui	12. Upon default by granton reby or in his performance of an ence with respect to such payment and the bar of the payment	y agreement hereunder, time being or a and/or performance, the beneficiary m at and/or performance, the seneliciary m primediately due and payable. In such primediately due at porcelose this trust d
the beneficiary may fire or other insurance policy much order as beneficiary de collected under any indebtedness secured hereby and in such order as beneficiary de ciary upon any indebtedness secured hereiciary the entire amount so collected, or ciary upon any indebtedness secured hereiciary the entire amount so collected, or ciary upon any indebtedness secured hereiciary the entire amount so collected, or ciary upon any indebtedness secured hereiciary the entire amount so collected and the entire amount of the entire amount so collected and ciary upon any indebtedness secured hereiciary the entire amount so collected and the entire amount of the entire amount so collected and ciary upon any indebtedness secured hereiciary the entire amount so collected and the entire amount of the entire amount so collected and ciary upon any indebtedness secured hereiciary the entire amount so collected and the entire amount so collected and the entire amount so collected and ciary upon any indebtedness secured hereiciary the entire amount so collected and the entire amount so collected and the entire amount so collected and ciary upon any indebtedness secured hereiciary the entire amount so collected and the entire amount so collected and the entire amount so collected and the entire amount so collected and the entire amount so collected	clare all sums secured hereby a clare all sums secured hereby a rent the beneficiary at his election rent the beneficiary at a mortgage or direct equity as a mortgage or direct	n may proceed to loreclose this trust deed the trustee to loreclose this trust deed ect the trustee to pursue any other righ ect the trustee to pursue any have. In the ev
may determine thereof, may be released to be of default hereinner of the and to pay all re- not cure or waive any default or notice. The done pursuant to such notice.	medy, either at law or in equity, in the second sec	y advertisement and sale, notice of det to be recorded his written notice obliga
act dolle for keep said premises are that may be levied of beer and other the 5. To keep said other charges that may be levied of beers and other the taxes, assessments and other any part of such taxes, assessments, and other any taxes and the such as the such as a such as the such	nd his election to sell the said de nd his election to sell the said de ecured hereby whereupon the trust ecured hereby whereby the trust ecured hereby whereby the trust ecured hereby whereby the trust ecured hereby whereby the trust ecured hereby thereby the trust ecured hereby	tee shall lix the time and the trust law and proceed to foreclose this trust 735 to 86.795.
charges become past due the grantor fuil to make physical by grantor, enter the charges payable by grantor, enter the beneficiary; should the grantor full to beneficiary; with lunds with which to in	n the manner provided in OKS to 13. After the trustee has c	ommenced foreclosure by trustee conduct lays before the date the trustee conduct
by direct payment, beneficial with at the rate set lotting of any of this s make such payment, beneficial starting and the paragraphic source by this t and the amount so paid, with interest actions described in paragraphic source by this t brecky, together, with the obligations described in the debt secured by this the problem is the source of the so	sale, the gland or delaults. If the del the delault or delaults. If the ded, sums secured by the trust deed, sums secured by the time of paties amount due at the time of	the default may be clied portion as y the cure other than such portion as y the cure other default that is capai occurred. Any other default that is capaing
trust deed, without whites such payments, with interview the bound to the trust deed, without and for such payments, with interview the bound to the obligation herein	haind cured may be cured by the	case, in addition to the beneficiary all
erly detent that they are bound shall be immediately due and performing and all such payments shall be immediately due and payable and described, and all such payment thereof shall, at the option of the breeficiary,	and expenses actually incurred in todether with trustee's and attorn	by s lees not exceeding the date and at the tin
render all sums secured by this trust deed, constitute a breach of this trust deed, constitute a breach of this trust deed and expenses of the trustee incurred 6. To pay all costs, less and expenses of the trustee's and attorney's	place designated in the notice be postponed as provided by la	of sule or the time to said property w. The trustee may sell said property arcels and shall sell the parcel or par arcels and shall sell the time of sale.
of title search with or in enforcing this could be action or proceeding purporting to the secturally incurred in and delend any action or trustee; and in any suit,	be postported or in separate p in one parcel or in separate p auction to the highest bidder in shall deliver to the purchaser in shall deliver to the purchaser in	or cash, payable at the line by law con ts deed in form as required by law con ts deed in form as required by conclusive out any covenant or warranty, express out any covenant for warranty
affect the security the which the beneficiary and costs and express the action or proceeding in which this deed, to pay all costs and express the section of the foreclosure of this deed, to pay all costs and express the section of the foreclosure of this deed, to pay all costs and express the section of the foreclosure of the beneficiary's or trustee's attorney's fees; the	plied. The recitals in the deed of plied. The recitals in the deed of of the truthlulness thereof. An	y person, excluding the trustee, but y purchase at the sale.
action or proceeding in whice of this deed, to pay inscess attorneys lees; the any suit for the foreclosure of this deed, to pay make's attorneys lees; the any suit for the foreclosure of this paragraph from any judgment or cluding evidence of title and in the event of an appeal from any judgment or amount of attorney's lees mentioned in this paragraph from any judgment or amount of attorney's lees mentioned in this paragraph from any judgment or amount of attorney's lees mentioned in the second state first of the trial court, afrance for the second state of pay such sum as the ap- first of the trial court, afrance as the henelicity's or trustee's attor- dectere court shall adjudge teasmable as the henelicity's or trustee's attor- pedic free on such append.	shall apply the proceeds of sal cluding the compensation of the	le to payment of (1) the expense le troustee and a reasonable charge by the trustee and a reust deed, (3) to all a secured by the trust deed, (3) to all the trustee in t
pellate court shall adjudge reasonance	having recorded liens subseque having recorded liens subseque dead as their interests may ap	ent to the interest of the trust and pear in the order of their priority and or to his successor in interest entitled
It is multility on that any portion or all of said purpersy shall have the 8. In the event that any portion or condemnation, beneficiary shall have the order the right of eminent domain or condemnation of the mount required order the right of eminent data all or any portion of the amount required	surplus, 16. Beneficiary may h	rom time to time appoint " rein or to any successor trustee appoint rein, and without conveyance to the tent, and without powers and duties
as compensation for such taking, expenses and attorney's tees incompany and attorney's tees, and attorney's tees, on pay all reasonable exists proceedings, shall be paid to beneliciary and attorney's tees.	trustee, the latter shall be v	d or appointed hereunder. Each by b
applied by it lirst upon any reasonable, necessarily paid of interindebtedness applied by it is and appellate courts, necessarily paid of interindebtedness both in the trial and appellate courts, and the balance applied upon the such actions ficiary in such proceedings, and the balance applied upon the such actions ficiary in such proceedings, and the balance applied upon the such actions the such actions of the such actions are such as the such actions the such actions of the such actions are such as the such actions the such actions of the such actions are such as the such	 and stustment recorded in the which, when recorded in the which the property is situated of the successor trustee. 	this trust when this deed, duly ever this trust when this deed, duly ever
secured hereby; and frantor agrees as shall be necessary in order and execute such instruments as shall be necessary in order and execute such instruments are static and even the secure such as the secure and transmission of this deed and the note for negative secure and transmission of the secure and transmission of the secure and transmission of the secure secur	acknowledged is made a pu obligated to notify any part	iblic record as provided by law
9. At any time and itom presentation of this deed without allecting ficiary, payment of its lees and presentation or cancellation), without allecting advergement (in case of full reconveyances, for an endoted ness, trustee may conformed in the payment of the indebtedness, trustee may	y trust or of any action of p y shall be a party unless such	action or proceeding is brought by
ficiary, payment of its reconveyances, for Cancelindebicdness, trustee mily and orsement (in case of full for the payment of the indebicdness, trustee mily the liability of any person for any map or plat of said property; (b) join if (a) consent to the making of any map or plat of said property; (b) of the NOTE. The Trust Deed Act provides that the trustee hereunder must be either an or savings and loan association authorized to do business under the laws of O or savings and loan association sufficients, agents or branches, the United S property of this state, its subsidiaries, affiliates, agents or branches, the United S	attorney, who is an active memb Jregon of the United States, a title States or any apency thereof, or an	insurance company authorized to insure t escrow agent licensed under ORS 695.505
NOTE: The Trust Deed Act provides included to do business under the laws of o	sigies of any ogeney mercery er en	

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6026 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 or household purposes (see Inportant Notice below) xxx (a)* organization, (over 11 grantor's a family of household purposes (see Inportant 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 leminine 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. Damuel & matter Samuel N. Mattern (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF SREEDEN, Galifornia STATE OF OREGON County of JUMA 55. This instrument was acknowledged before me on County of Samuel N. Mattern 1989, by This instrument . b. Cloud ley (SEAL) My commission espires: AR120NA Notary Public for Origina California Notary Public for Oregon My commission expires: (SEAL) 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 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: Beneficiary Do not lase or destroy this Tryst Dood OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON, (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTI County ofKlamath SS. Samuel N. Mattern PO BOX 18 Mudland OR-97634 Granto I certify that the within instrument was received for record on the ...10th day of at .9:51 o'clock .. A.M., and recorded SPACE RESERVED Grantor in book/reel/volume No. ...M89......... on State of Oregon FOR Estate Admin. Unit RECORDER'S USE ment/microfilm/reception No. 98913 ., P. O. Box 14021 Salem, OR 97309 Record of Mortgages of said County. Beneficiary Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. MOUNTAIN TITLE COMPANYEvelyn_Biehn, County_Clerk 신문원 ⁸ - ζ Fee \$13.00 By Aulin Muilenclaie Deputy