

RECORDING REQUESTED BY
SAFECO TITLE INSURANCE

16321

AND WHEN RECORDED MAIL TO

NAME **MR. PYLES**
 ADDRESS **301 Bainbridge #1**
 CITY & STATE **Alameda, California**
 ZIP

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of

this day of

duly recorded in Vol.

A. D. 1976 at o'clock M. or

Wm. D. MILNE, County Clerk

Title Order No. Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MTC 1609

DEED OF TRUST AND ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST, made this **14th** day of **April**, 19 **76**, between

MARVIN D. ENTZ and SANDRA J. ENTZ, his wife, herein called **Trustor**, whose address is
12506 S.E. 232 **Kent** **Washington**
 (number and street) (city) (state) (zip)
 and **SAFECO TITLE INSURANCE COMPANY**, a California corporation, herein called **Trustee**, and
SAMMIE J. PYLES and DALE ANN PYLES, his wife, as **Joint Tenants**, herein called **Beneficiary**.

Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in
 County, California, described as:

The West 1/2 of the SE1/4 of the SW1/4 of Section 35, Township 36 South,
 Range 12 East of the Willamette Meridian, Klamath County, Oregon and
 that portion of the West 1/2 of the NE1/4 of the NW1/4 also known as
 Government Lot 6, Section 2, Township 37 South, Range 12 East of the
 Willamette Meridian, Klamath County, Oregon, lying North of Forest
 Service Road.

Trustor also assigns to Beneficiary all rents, issues and profits of said realty reserving the right to collect and use the same
 except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and
 enforce the same by any lawful means in the name of any party hereto.

For the purpose of securing: (1) Payment of the indebtedness by one promissory note in the principal sum of \$ **4,038.05**

(1) Payment of the indebtedness by one promissory note in the principal sum of \$ **4,038.05**
 of even date herewith, payable to Beneficiary, and any extensions or renewals thereof; (2) the payment of any money that
 may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes
 (indicating they are so secured) or by endorsement on the original note, executed by Trustor or his successor; (3) performance
 of each agreement of Trustor incorporated by reference or contained herein.

On October 25, 1973, identical fictitious Deeds of Trust were recorded in the offices of the County Recorders of the Counties
 of the State of California, the first page thereof appearing in the book and at the page of the records of the respective County
 Recorder as follows:

COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page
Alameda	3540	89	Kings	1018	394	Placer	1528	440
Alpine	18	753	Lake	743	552	Plumas	227	443
Amador	250	243	Lassen	271	367	Riverside	1973	139405
Butte	1870	678	Los Angeles	T8512	751	Sacramento	731025	59
Calaveras	368	92	Madera	1176	234	San Benito	386	94
Colusa	409	347	Marin	2736	463	San Bernardino	8294	877
Contra Costa	7077	178	Mariposa	143	717	San Francisco	B820	585
Del Norte	174	526	Monterey	942	242	San Joaquin	3813	6
El Dorado	1229	594	Merced	1940	361	San Luis Obispo	1750	491
Fresno	6227	411	Mono	225	668	San Mateo	6491	600
Glenn	565	290	Modoc	160	215	Santa Barbara	2486	1244
Humboldt	1213	31	Monterey	877	243	Santa Clara	0623	713
Imperial	1355	801	Napa	922	96	Santa Cruz	2358	744
Inyo	205	660	Nevada	665	303	Shasta	1195	293
Kern	4809	2351	Orange	10961	398	Sierra	39	439
						Siskiyou	697	407
						Solano	1880	581
						Sonoma	2810	975
						Stanislaus	2587	332
						Sutter	817	182
						Tehama	630	522
						Trinity	161	393
						Tulare	3137	567
						Tuolumne	396	309
						Ventura	4182	662
						Yolo	1081	335
						Yuba	564	153

The provisions contained in Section A, including paragraphs 1 through 5, and the provisions contained in Section B, including
 paragraphs 1 through 9 of said fictitious Deeds of Trust are incorporated herein as fully as though set forth at length and in
 full herein.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at
 the address hereinabove set forth, being the address designated for the purpose of receiving such notice.

STATE OF ~~OREGON~~ **Washington** } ss.
 COUNTY OF **King**

On **April 16, 1976**, before me, the
 undersigned, a Notary Public in and for said County and
 State, personally appeared **Sandra J. Entz**

, known to me
 to be the person (X) whose name (X) is (X) subscribed
 to the within instrument and acknowledged that she
 executed the same.

Francis Edwin Zehner

Marvin D. Entz
MARVIN D. ENTZ

Sandra J. Entz
SANDRA J. ENTZ

FOR NOTARY SEAL OR STAMP

RECORD — Provisions incorporated from Recorded Fictitious Deed of Trust.

A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

(1) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof to commit or permit to waste, no violation of laws or covenants or conditions relating to use, alterations or improvements to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustor may appear.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water, stock when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; the security hereof or the rights or powers of Beneficiary or Trustor; purchase, contest, or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

B. IT IS MUTUALLY AGREED THAT:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may reconvey any part of said property, consent to the making of any map thereof, join in granting any easement thereon, or join in any agreement extending or subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustor for cancellation and retention and upon payment of its fees, Trustor shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustor of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustor shall cause to be duly filed for record. Beneficiary also shall deposit with Trustor this Deed, said note and all documents evidencing expenditures secured hereby.

Trustor shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustor may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustor shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustor and of this Trust, including cost of evidence of title in connection with sale, Trustor shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) Trustor accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustor.

(8) The Trusts created hereby are irrevocable by Trustor.

(9) Beneficiary may substitute a successor Trustee from time to time by recording in the Office of the Recorder or Records of the county where the property is located an instrument stating the election by the Beneficiary to make such substitution, which instrument shall identify the Deed of Trust by recording reference, and by the name of the original Trustor, Trustee and Beneficiary, and shall set forth the name and address of the new Trustee, and which instrument shall be signed by the Beneficiary and duly acknowledged.

U. S. Naval Air Station)
Cubi Point, Philippines)

Subscribed and sworn to before me this 5th day of MAY 1976 at the U. S. Naval Air Station, Cubi Point, Philippines. The affiant is known to me to be a member of the armed forces of the United States and to be a person subject to the Uniform Code of Military Justice.

The affiant, MARVIN D. INTZ personally appeared before me to execute the notarization.

C. J. VILLARMEZ, Jr.
C. J. VILLARMEZ, Jr., :T, JAGC, USN
Judge Advocate
U. S. Naval Air Station
Cubi Point, Philippines

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of JULY A.D., 1976 at 3:33 o'clock P. M., and duly recorded in Vol. M 76, of DEEDS on Page 10714.

FEE \$ 6.00

WM. D. MILNE, County Clerk
By *Hazel Dray* Deputy

RECORDED
MAY 9 1976
FILED