Upon recording mail to: Wells Fargo Realty Services, Inc. 572 E. Green St., Pasadena, Ca. FORM No. 381-Oregon Trust Deed Series. 91101 Attn: Karen Stark 13292 -VOI. M76 18146 TRUST DEED THIS TRUST DEED, made this 7th day of TUNE POLE OLEUS J. BOURGOUNE AND TATRICIA A. BOURGOUNE HUSE, 1976, between TERINSAN FURTIONE INSURANTS CO. A CALIFOUNDE CORPORTS STRUCT and WELLS FARED REPUTY SERVICES INC. A. CALIFOUNDE CORPORTS as Beneficiary, WITNESSETH. CARPOLETING, as Beneficiary, WITNESSETH: CORPORATION, TRASTOR Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property County, Oregon, described as: LOT 16 IN BLOCK 12, ORSGON SHORES SUBDIVISION, TRACT 1053, IN THE COUNTY OF KLAMATH, STATE OF OREGON, AS SHOWN ON MAP FILED ON OCTOBER 3, 1973 IN VOLUME 20, PAGES 21 AM2 22 OF MARS IN THE OFFICE OF THE COUNTY RECORDER OF SPICE COUNTY which said described real property does not exceed three acres, 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 Two The second sec Initial payment of principal and interest hereof, if not sooner paid, to
To protect the security of this trust deed, grantor agrees:

 To protect preserve and maintain said property in good condition and repair: not to remove or demolish any building or improvement thereon;
 To complete or restore promptly and in good and workmanike manner any building or improvement thereon;
 To complete or restore promptly and in good and workmanike manner any building or improvement which may be constructed, damaged or destoyed thereon, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, contilitions and restrictions affecting said property; if the beneficiary so requests, to in more centifies and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deented desirable by the heneficiary and continuously maintain insurance on the buildings may and on the said property of filing sort damaged or desirable of the or offices, as the beneficiary may require and to pay for filing some in the beneficiary may require and to pay for filing same in the beneficiary on a continuously maintain insurance on the buildings and when easility endings adding them sort of a days by file and when other haards as the beneficiary may from time to time require, in an any out ord, text than 5. 86.740 to 86.795. 13. Alter default at any time prior to live days before the date set by the trustee lor the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneliciary or his successors in interest, repare-they, the entite amount then due under the terms of the trust deed and the oblashing secured the oblashing and expenses actually incurred in control to be due the solution and trustee's and attracts in the solution of the principal as would not then be due had no define occurred, and thereby cure the default, in which event all foreclosure proceeding shall be dismissed by the trustee. be due had no default occurred, and thereby cure the default, in which event all forelosure proceedings shall be dismissed by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and place desidnated in the notice of sale. The trustee may sell said property either shall derive the sale shall be held on the date and at the time and place desidnated in the notice of sale. The trustee may sell said property either shall derive to the spinate process and shall sell the parcel or parcels at shall derive to the sale shall be deed in lotter as required by law conveying plied. The recitals in the deed in lotter as required by law conveying plied. The recitals in the deed more an arrange express or im-of the trusters so sold heread. Any personners of lact shall be conclusive proof the frantier and beneficiary, may purchase at the time he trustee, but including the distantion and beneficiary may purchase at the trustee but including shall apply the proceeds of sale to payment of (1) the expense of sale, in sa attarney, (2) to the obligation secured by the trust deed, (3) to all personne having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, lay, to the grantor or to his successor in interest entitled to such surplus, lay, to the appear in the order of their priority and (4) the surplus, lay, to the solution process of the success in interest entitled to such surplus, lay, to the solution and the discussed in the order of the interest entitled to such surplus. 1 out the the theory of the test of test of the test of test surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, successor trustee appointed hereinder that the successor function of the successor function. The successor function of the successor function of the successor function of the successor function of the successor function. The successor function of the successor function n, promptly upon beneficiary's request. At any time and from time to time upon written request of bene-payment of its fees and presentation of this deed and the note for 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 NOTE: The Trust Deed Act provides that the trustee bereunder 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, or a title Insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches. · // Proverse By 14 and the later of the second 19 - S. 19

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and that he will warrant and forever defend the same against all persons whomsoever. 13293 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, tamily, 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, 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 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 or 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, use Stevens-Ness form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. 10 land, Berry 14 四," 1 Patricia a Recourse Hart of (If the signer of the above is a corporation, use the form of acknowledgment opposite.) 1085 93.4901 ₽ STATE OF OREGON, STATE OF OREGON, County of. ....) ss. County of Alamit ..., 19 , 19 7% Personally appeared? the above named. Leurs O Dour Joyne Personally appeared and i each for himself and not one for the other, did say that the former is the president and that the latter is the and acknowledged the loregoing instru-secretary of ..... ment to be. ia .........voluntary act and deed. , a corporation, and that the seal allixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half 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: с. С. 1 Relare me: Ais marte (OFFICIAL SEAL) Notary Public for Oregon (OFFICIAL SEAL) My commission expires: 26 Opene 19.77 Notary Public for Oregon My commission expires: FORM NO. 23 - ACKNOWLEDGMENT STEVENS NEES LAW PUB. CO.: PORTLAND. ORE. STATE OF OREGON, Klamath County of .... 68 1 BE IT REMEMBERED, That on this 22 July day of . 19 76 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within 3 6 M known to me to"be the identical individual described in and who executed the within instrument and acknowledged to me that her executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed Ç, my official seal the day and year last above written. 1 NON Mr. Jur 1.37Notary Public for Oregon. 1 My Commission expires LY.P. ES 12.201073 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 25 day of A.D., 1976 at 3:37 o'clock P. M., and duly recorded in Vol\_MZ6 August 13292 Mortgages on Page of 4 WM. D. MILNE, County Clerk Bplanchy 6.00 <u>ale</u>'z FEE\_ medeputy 3 (A) 2 0 norswith 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 42.6 DATED: 19 Beneficiary 127-1 ed OR THE NOTE which it secures. Both must be delivered to the trustee for concellution before reconveyance will be SPACE Barry with the second state of the second 2.54 CARA CARA 1.0 - Augustoren 775 and a state of the state of the