ORTLAND, OR. 973 FORM No. 881-Oregon Trust Doed Series -TRUST DEED 18 Page 2882 🛞 Vol. 43183 TS TRUST DEED

 THIS TRUST DEED, made this
 8
 day of
 DECEMBER
 , 19.77., between

 RICHARD A. LINCK, A SINGLE MAN
 , as Grantor,
 , as Grantor,
 , as Trustee,

 TRANSAMERICA TITLE INSURANCE CO.
 , as Trustee,
 , as Beneficiary,

 and WELLS FARGO REALTY SERVICES INC., TRUSTEE UNDER TRUST # 7219., as Beneficiary,

RA 100 WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property KLAMATH County, Oregon, described as: in..... Lot 6 in Block 9 OREGON SHORES SUBDIVISION-Tract #1053, in the County of Klamath, State of Oregon, as shown on the Map filed on October 3, 1973 in Volume 20, pages 21 and 22 of MAPS in the office of the County Recorder of said County. together with all and singular the tenements, hereditaments and appurtenances and all other rights therounto belonging or in anywise now or hereafter appertaining, and the rents, issues and prolits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THREE THOUSAND THREE HUNDRED FOURTEEN AND 05/100 CENTS Deltars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneliciary or order and made by grantor, the thereon according to the terms of a promissory note of even date herewith, payable to beneliciary or order and made by grantor, the thereon according to the terms of a promissory note of even date herewith, payable to beneliciary or order and made by grantor, the thereon according to the terms of a promissory note of even date herewith, payable to beneliciary or order and made by grantor, the thereon according to the terms of the terms of the source by this instrument is the date, stated above, on which the final installment of said note the date of maturity of the debt secured by this instrument is the date, stated above, or which the final installment of said note becomes due and payable. In the event the within described property, or any part thereot, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereot, or any interest therein is sold, agreed to be herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. To necessit the security of this trust idead denoter adreaset (a) consent to the making of any map or plat of and property (h) kin in in-RAL asn STATIC: EDD217 輸 (a) consont to the making of any granting any essement or creating subordination convey, without warr itanites in any reconveynace may legally entitled thereto," and the re be conclusive proof of the truthbul services mentioned in this paragraph 10. Upon any delault by g time without notice, either in pers-pointed by a court, and without re To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition pair; not to remove or demolish any building or improvement thereon; or charge erty. The 1. To protect, preserve and maintain pair; not to remove or demolish any commit or permit any waste ol said pr 2. To complete or restore promptly r any building or improvement which and in good and workmanlike may be constructed, damaged or incurred therefor. any building or improvement which i d thereon, and pay when due all costs 3. To comply with all laws, ordinance d restrictions altecting said property; executing such linancing statements be as the beneficiary may require an public office or offices, as well as th g officers or, tearching agencies as m incurred therefor. ces, regulations, covenants, if the beneficiary so requi-ursuant to the Uniform Co nd to pay for filing same to cost of all lien searches nay be deemed desirable. condigrantor l regard to the pointed by a count the indebtedness I erty or any part issues and prolits, less costs and exp nev's fees upon a by secured, reol, in its ol de the bı regources of estations against maintain insurance on the buildings 4. To provide and continuously maintain insurance on the buildings herealter erected on the said premises against loss or damage by lire the other hazards the beneficiary may from time to time require, in written in unit monitability of the beneficiary, with loss payable to the latter; all the insurance shall be delivered to the beneficiary as toon as insured; denote that latil lot any reason to procure any such insurance and lot issues and proitis, including index past luck including reasonable at less costs and expenses ol operation and collection, including reasonable at ney's less upon any indebtediness secured hareby, and in such order as b liciary may determine, upon and taking possession ol said property, collection of such rents, issues and profils, or the proceeds of line and o insurance policies or collication or release thereol as aloresaid, shall not cur wrive any determine. In the second second second second second second rents, issues and property, and lattice or collication or release thereol as aloresaid, shall not cur wrive any detault by grantor in payment ol any indebtedness second because and second any reason to procure a beneficiary at least lifeen trance now or hereafter tree the same at grantc any suc. n days price nlaced on n insurance price to the on said b ense. The applied by order as be unt so colle tion or relea er or invalio The galico policies to the ber an ol any policy ol insurat e benelicitary may procure of the second second second any upon any indebtedness any determine, or at option any part thereol, may be rele-of cure or waive any default t done nursuant (o such not n u. placeu or s exp may be ~uch (secured hereby and the beneficiary the leased to grantor. So It or notice of deli office: mises free from co r charges that may es. now of the selection more direct the In the latter of the seconded his close this index by according to the frustee shall executly or the frustee shall execute default and his election to so obligations secured hereby. struction liens and to pay all incirety as use mortgage or direct the and sale. In the latter event in cause to be recorded his written said described real property to upon the trustes shall lik the tim required by law and proceeds vided in IOS Bauid the beneficien the alter default at any time trustes health at any time trustes for the trustes' sale. ORS 86,760, may pay to the i tively, the entire amount then the other and the politic rice that may be levied or assessed upon or part of such tarce, assessments and other orguent and promptly deliver recupits thereion I all to make payment of any tarce, asses-or other charges payable by grantor, either ding beneficiary with tunds with which to assesses the socian, make payment thereol, taxes, assessmen against said pr charges become to beneficiary; perty past d elect to foreclose rior to five days by advertisement secured of this by this of the he date 1 so privileg in interest, "rust deed a incu paragri ol the from b terest as ntor, sh be any of ... d, the prop-bund to the right e gra p# oresaid, be boun obligati ach) all foreclosure procet 14. Otherwise place designated in t in one, parcel or in auction to the highe shall deliver to the the property and npay. ed by this this trust d costs, lees - otl d at the tit all sums secured its a breach of thi 6: To pay all co search as well as nection with or in tually incurred. 7. To appear in the security rights d expenses of this trust including the cost costs and expenses of the trustee incurred of or parcels of sale. True e p ol title or proceeding p orting to d. The istee; and appear, inclusions and expenses, in-rosts and expenses, in-s's attorney's less; the 7 in all cases shall be included in any judgment of the appear in a state of the appear at the appear in a state of the appear at the appear in a state of the appear in a sta allect the action any suit for cluding evidence amount of attorne lixed by the trial scree of the trial court sha much which the beneficiary sure of this deed, t and the beneficiary a mentioned in this wided he ects of sale pursuant eeds of sale to pa ation of the fruste obligation secured unbsequent to t chall apply sonable charge 'l sonable charge 'l st deed, (3) to of the trustee in agreed that 16. For any reason permitted by law beneliciary may from the point a successor or successors to any trustee named herein or to point a successor to hereinfor Upon such appointment, and with ny portion or all main or condemnation that all or any portion of th thi

fees nacessarily paid or power and duties conterried upon any frustee herein named or appoli power and duties conterried by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to this frust or induced by beneficiary, containing relevance to the frust or induced by beneficiary, containing relevance to this frust. The control of the poor induced by beneficiary, containing relevance to this frust. The control of proceeding in which frantor, beneficiary or frustee here of a party unites such action or proceeding is brought by frustee.

NOTE. The Truit Deed Act provides that the truitee hereunder must be either an attorney, who is an active member of the Origan State Bar, a bank, truit company or saving and loan stated at a same of the buintee to de buintee under the lews of Origan or the United States of the Atturance company authorized to intrife title to real property of this state, its subsidiaries, diffiliates, agents or branches, or the United States of any agency thereal. 7219-90578

2883 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. RAL This doed 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 seminine and the neuter, and the singular number includes the plural. <u>с</u>б IN WITNESS WHEREOF, said grantor has hereunto set his handythe day and year first above written. ļ * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the baneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the fifth beneficiary MUS7 comply with the Act and Regulation by making required by disclosures; for this purpose, if this instrument is to be a FIRST lien to financo 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. ika RICHARD A. LINCK (if the signer of the above is a corporation, use the form of acknowledgment opposite.) ORS 93.490 STATE OF OREGON, HAWAII STATE OF OREGON, County of 0.0 County of Hundy In Sanyary 12 . 19. Personally appeared, 19 78 12each for himself and not one for the other, did say that the former is the Personally appeared the above named. Richand P. Linck president and that the latter is the secretary of a corporation, and that the seal allixed to the loregoing 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: and acknowledged the foregoing instru-Before me: ment, to be OFFICIAL, -S. Myer . Om SEAL) (OFFICIAL SEAL) Rotery: Public for Oregon Notary Public for Oregon Ma co PU expires: My commission expires: Nin NOTARY PUBLIC, FIRST JUDICIAL CIRCUIS 3.411 STATE OF HAWAII MY COMMISSION EXPIRES JANUARY 18, 1960 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid TO: 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 peid and satisfied. You hereby are directed, on psyment 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 bytyou under the same. Mail reconveya to DATED: Beneficiary not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the tra lation before reconveyance will be STATE OF OREGON TRUST DEED (FOPM No. 881) Sair Control County ofKlamath. gecerger ou ast ca 1.00 RICHARD A. LINCK <u>in c</u>hi 0.03 1941 B. TR - 전기 at 9:158 o'clock. A. M., and recorded SPACE RESERVED Grantor FOR RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of ty affixed. dia amb Wash WELLS FARGO REALTY SERVICES THE County affixed. Beneficiary INC 162 W. WA EDE GO AFTER RECORDING (RETURN TO County Clerk Title WELLS FARGO REALTY SERVICES INC., By Bernethard fels de 572 E. GREEN ST. COMER AND PASADENA, CA 91101 Pat Baca atta