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TRUST DEED

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THIS TRUST DEED, made this 30 day of NOVEMBER, 19 77, between
 JOSE C. BABAUTA AND ROSE H. BABAUTA, HUSBAND AND WIFE AS TENANTS, as Grantors, TRUSTEY
 and WELLS FARGO REALTY SERVICES INC., TRUSTEE UNDER TRUST NO. 7219, as Trustee,
 and as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
 in KLAMATH County, Oregon, described as:

Lot 7 in Block 2 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 MPAS in the office of the County re-
 corder of said County.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and ap-
 purtenances 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 THOUSAND EIGHT HUNDRED AND TWO AND NO CENTS Dollars, with interest
 thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the
 final payment of principal and interest hereof, if not sooner paid, to be due and payable, 19.....

To protect the security of this trust deed, grantor agrees:
 1. To protect, preserve and maintain said property in good condition
 and repair; not to remove or demolish any building or improvement thereon;
 not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike
 manner any building or improvement which may be constructed, damaged or
 destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions,
 and restrictions affecting said property; if the beneficiary so requests, to
 join in executing such financing statements pursuant to the Uniform Commer-
 cial Code as the beneficiary may require 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 officers or searching agencies as may be deemed desirable by the
 beneficiary.

4. To provide and continuously maintain insurance on the buildings
 now or hereafter erected on the said premises against loss or damage by fire
 and other hazards as the beneficiary may from time to time require, in

an amount not less than \$....., with loss payable to the latter; all
 policies of insurance shall be delivered to the beneficiary as soon as insured;
 if the grantor shall fail for any reason to procure any such insurance and to
 deliver said policy to the beneficiary at least fifteen days prior to the ex-
 piration of any policy of insurance now or hereafter in place on said buildings,
 the beneficiary may procure the same at grantor's expense. The amount
 collected under any fire or other insurance policy may be applied by benefi-
 ciary upon any indebtedness secured hereby and in such order as beneficiary
 may determine, or at option of beneficiary the entire amount so collected, or
 any part thereof, may be released to grantor. 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.

5. To keep said premises free from mechanics' liens and to pay all
 taxes, assessments and other charges that may be levied or assessed upon or
 against said property before any part of such taxes, assessments and other
 charges become due or delinquent and promptly deliver receipts therefor
 to beneficiary; should the grantor fail to make payment of any taxes, assess-
 ments, insurance premiums, liens or other charges payable by grantor, either
 by direct payment or by providing beneficiary with funds with which to
 make such payment, beneficiary may, at its option, make payment thereof
 and the amount so paid, with interest at the rate set forth in the note secured
 hereby, together with the obligations described in paragraphs 6 and 7 of this
 trust deed, shall be added to and become a part of the debt secured by this
 trust deed, without waiver of any rights arising from breach of any of the
 covenants hereof and for such payments, with interest as aforesaid, the prop-
 erty hereinafter described, as well as the grantor, shall be bound to the
 same extent that they are bound for the payment of the obligation herein
 described, and all such payments shall be immediately due and payable with-
 out notice, and the nonpayment thereof shall, at the option of the beneficiary,
 render all sums secured by this trust deed immediately due and payable and
 constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost
 of title search as well as the other costs and expenses of the trustee incurred
 in connection with or in enforcing this obligation, and trustee's and attorney's
 fees actually incurred.

7. To appear in and defend any action or proceeding purporting to
 affect the security rights or powers of the beneficiary or trustee; and in any suit,
 action or proceeding in which the beneficiary or trustee may appear, including
 any suit for the foreclosure of this deed, to pay all costs and expenses, in-
 cluding evidence of title and the beneficiary's or trustee's attorney's fees; the
 amount of attorney's fees mentioned in this paragraph 7 in all cases shall be
 fixed by the trial court and in the event of an appeal from any judgment or
 decree of the trial court, grantor further agrees to pay such sum as the ap-
 pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-
 ney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken
 under the right of eminent domain or condemnation, beneficiary shall have the
 right, if it so elects, to require that all or any portion of the monies payable
 as compensation for such taking, which are in excess of the amount required
 to pay all reasonable costs, expenses and attorney's fees necessarily paid or
 incurred by grantor in such proceedings, shall be paid to beneficiary and
 applied by it first upon any reasonable costs and expenses and attorney's fees,
 both in the trial and appellate courts, necessarily paid or incurred by benefi-
 ciary in such proceedings, and the balance applied upon the indebtedness
 secured hereby; and grantor agrees, at its own expense, to take such actions
 and execute such instruments as shall be necessary in obtaining such com-
 pensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of benefi-
 ciary, 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 law-
 fully 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 hereunder 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.

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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)

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 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.

JOSE C. BABAUTA
ROSE H. BABAUTA

STATE OF OREGON, CALIFORNIA
County of VENTURA
January 10, 1977

STATE OF OREGON, County of ... ss.

Personally appeared the above named persons ... and acknowledged the foregoing instrument to be their voluntary act and deed.

Personally appeared ... who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of ...

Before me: (OFFICIAL SEAL) Mary Ellen Lee

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said 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 and deed. Before me:

NOTARY PUBLIC - CALIFORNIA
My Commission Expires 2/18/78
VENTURA COUNTY
My Commission Expires Feb. 18, 1978

Notary Public for Oregon
My commission expires: (OFFICIAL SEAL)

354 North Third Street, Fort Huamanga, CA 93041

TRUST DEED (FORM No. 881)
JOSE C. BABAUTA
ROSE H. BABAUTA
WELLS FARGO REALTY SERVICES INC.

STATE OF OREGON
County of KLAMATH
I certify that the within instrument was received for record on the 16th day of FEBRUARY, 19 78 at 2:50 o'clock P.M., and recorded in book M78 on page 2986 or as file number 13251. Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE
COUNTY CLERK
By Bernetha A. Hatch Deputy
WELLS FARGO REALTY SERVICES INC.,
572 E. GREEN ST.
PASADENA, CA 91101

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: ..., 19 ...

Beneficiary

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