47080	4	TRUST DE	ED	VOI. <u>18</u>	_Page	CO 20 4	
8397	9 5 7 H	, .	MAR	CH	10	18 between	
THIS TRUST DEED, made th	is	day of	1 - 1 -	u band and	to as ion	+ tenents by en	
Norman C. Lan	P OF VINC	CALIEDDAIA	CORPORA'	TION as Trustee. 3	nd WELLS F	RGO REALTY	
THIS TRUST DEED, made this 207H day of MARCH 10 78 between ARCH 10 78 between ARCH 10 78 between ARCH 20 7H day of MARCH 20 10 11 terminal on the second of							
WITNESSEIN:							
Grantor irrevocably grants,	baragine calle and a	onveys to tru	stee in trust.	with power of sai	e, the propert	y in KLAMATH	
Grantor irrevocably grants, COUNTY, OREGON, described as	- пағуаны, ыны ана с	anneja ar ma		•			
COUNTY, UKEGON, aescribed as	•					77 :- Woln 28	
Lot // in Block /9 of Page 20 of Maps in the office of the	Tract 1113-Oregon S	hores-Unit 2 a	s shown on t	he map filed on D	ecember 9, 19	// in volume 21,	
Page 20 of Maps in the office of the	County Recorder of	said County.					
				kalanging og in anvæ	ise now or hereafte	r appertaining, and the	
together with all and singular the tenement rents, issues and profits thereof and all fixtue FOR THE PURPOSE OF SECURING PL	s, hereditaments and appur	tenances and all of d to or used in con	ther rights thereur nection with said	real estate.	Fire	Thousand	
POUR TORUTE				and the state of t	1. 10 mg	R(H	
beneficiary or order and made by grantor, to The date of maturity of the debt security	he final payment of principa	al and interest hered	of, if not sooner p e. on which the fi	nal installment of said no	rte becomes due an	d payable. In the event	
beneficiary or order and made by grantor, in The date of maturity of the debt secure the within described property, or any par obtained the written consent or approval o expressed therein, or herein, shall become it	ed by this instrument is the thereof, or any interest of the beneficiary then at	therein is sold, agre the beneficiary's of	eed to be sold, co ption, all obligation	onveyed, assigned or alie ons secured by this insti	nated by the grant ument, irrespective	of the maturity dates	
obtained the written consent or approval of expressed therein, or herein, shall become it	nmediately due and payable						
The above described real property is not cur	rently used for agricultural	timber or granny i		es inim in one mahe	rdination or other	agreement affecting this	
To protect the security of this trust a  1. To protect, preserve and meintain s not to remove or demolish any huilding or	aid property in good condit	ion and repair: Lto commit or	deed or the lien	or charge thereof; (d) re	convey, without w	agreement affecting this arranty, all or any part of scribed as the "person or	
not to remove or demotist they building of		ke manner any	persons legally e	ne grantee in any reconv ntitled thereto," and the	recitals therein of hereof. Trustee's f	ees for any of the services	
2. To complete or restore promptly as huilding or improvement which may be considered therefore the state of	nstructed, damaged or dest	royed thereon.	mentioned in thi	s paragraph shall be not	less than \$5. ereunder, beneficie	arranty, all or any part of sorthed as the "person or any matters or facts shall ease for any of the services ary may at any time with appointed by a court, and ebtedness hereby secured. I thereof, in its own name tooling those past due and	
To comply with all laws, ordinance	es, regulations, covenants, c	in in executing	due notice, eithe	r in person, by agent or to the adequacy of any	by a receiver to be security for the ind	ebtedness hereby secured.	
such financing statements pursuant to the	Uniform Commercial Code in the proper public offic	e or offices, as	enter upon and	take possession of said per collect the rents, issue	roperty or any par es and profits, inci	ebtedness itereby secured. I thereof, in its own name luding those past due and operation and collection, aph 7 hereof upon any ay determine	
well as the cost of all lien searches made may be deemed desirable by the beneficiar	by fitting officers to search	ildings now or	unpaid, and app including reason	ply the same, less costs nable attorney's fees	mubject to paragr	aph 7 hereof upon any	
restrictions affecting said property; if the or such financing statements pursuant to the ary may require and to pay for filing same well as the cost of all lien searches made may be deemed desirable by the beneficiar, 4. To provide and continuously mathereafter erected on the said premises again cards as the beneficiary may from time beneficiary with loss payable to the latter to the beneficiary as soon as insured: I procure any such insurance and to delive fifteen days prior to the expiration of	inst loss or damage by fire to time require in an amou	and such other nt not less than	indebtedness sec	ured hereby, in such ord	er as nenegiciars	ay activities the collection of	
hezards as the beneficiary may from the	written in companies acc all policies of insurance sh	eptable to the all be delivered	11. The ente	ering upon and taking per s and profits, or the pro-	ceeds of fire and o	the property, and the	
to the beneficiary as soon as insured; i	f the grantor shall fail for er said policies to the beni	eficiary at least	compensation or re	r awards for any take lease thereof as aforesi	id, shall not cure	or waive any default or ant to such notice.	
procure any such insurance and to delive fifteen days prior to the expiration of placed on said buildings, the heneficiary in The mount collected under any fire or	any policy of insurance no nay procure the same at gro	intor's expense.	notice of default 12. Upon de	fault by grantor in pay	nent of any indeb	tedness secured hereby or lary may declare all sions	
fifteen day's prior to me expiration, in placed on said buildings, the beneficiary. The amount collected under any fire or beneficiary upon any indentedness securing the second of beneficiary to be second of beneficiary that thereof, may be released to granton, wedve any default or notice of default new with notice.	other insurance policy may ed hereby and in such orde	r as beneficiary of allected, or any	in his performan	immediately due and property is currently used	avable. In such at for agricultural, ti	inperty. The collection of their insurance policies or the property, and the on waive any default or ant to wich notice. Technery wounch hereby or technery wounch hereby or their may declare all sons or event and if the above inher or grazing purposes, to equity, as a mortsage in vever, if said real property proceed to foreclose this proceed to foreclose this	
may determine, or at option of benefici- part thereof, may be released to grantor.	Such application or release:	shall not cure or it done pursuant	the beneficiary	may proceed to foreclos	e this trust deed in e foreclosures. How	equity, as a mortgage in sever, if said real property	
weive any default or notice of default her to such notice.	reunder or invalidate day at	pay all taxes.	is not so current	tly used, the beneficiary	at his election may	proceed to foreclose this preclose this preclose this trust deed by	
to such notice.  5. To keep said premises free from assessments and other changes that may properly before any part of such taxes, due or delinquent and promptly deliver.	be levied or assessed upor	i or against said ges become past	advertisement at and cause to be	id sale. In the latter ever recorded his written not	it the beneficiary of ice of default and l	c proceed to forecase this oreclose this trust deed by or the trustee shall execute his election to sell the said if hereby, whereupon the	
property before any part of such taxes, due or delinquent and promptly deliver	receipts therefor to benefic s, assessments, insurance pr	emiums, liens or	described real prustre shall fix	property to satisfy the time and place of	onligations secure sale, give notice th	us election to set the sale of hereby, whereupon the ereof as then required by r provided in ORS/86,740	
property offere and promptly deliver due or delinquent and promptly deliver grantor fail to make minest of any taxe other charges proble by grantor, cut beneficiary with finds with which to in option, make payment thereof, and the option, make payment thereof, and they	ner by direct payment cake such payment, benefit	eiary may, at its					
option, make payment thereof, and the	imount so paid, with interegether with the obligation	ns described in	13. Should after default at	the beneficiary elect to any time prior to five of	ays before the dat	vertisement and sale then e set by the trustee for the ORS 86, 760, may pay to	

forth in the note secured, and in amount so pair, 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 water of any rights arising from breach of any the covenants hereof and 4:n such payments, with interest as aforesaid, the property hereinbefore described, at well as the grantor, shall be bound to the same extent they are bound for the navment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment hereof 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 rosts and expenses of the trustee incurred in connection with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the

with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of 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, including evidence of title and the beneficiary's or trustee's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees prefer discribed; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that

\*\* In the event that any parton or all of vail property shall be taken under the right of remnent domain or condemnation, beneficiary shall have the right, it is so until the require that all to any portion or the thomas payable as compensation to elect, to require that it or excess of percently paid or incurred by grantor in much expense, and attenders's fees neglected paid or incurred by grantor in much proceedings, shall be paid to beneficiary and applied by it first upon any reasonable court and expenses and attenders from the first, both in the total and applied courts and expense and attenders, better in the total and applied courts and expense and attenders, beneficiary in such proceedings, and the balance necessarily paid or much tenders we need beneficiary in such granton agrees, at its own expense, to take internations and execute most instruments as shall be necessary expense, to take ompensation, promptly upon beneficiary's request.

\*\*Obtaining and from time to time upon written expect of beneficiary, paying and properties of the feet and presentation of this deed and the note for endorcement, paying all reconveyance, for cancellation, without affecting the liability of any gerson for the payment of the indebtedness, trustee may (a) consent to be ending of any map or plat of said property; (b) join in granting any exement or creating any

after default at any time prior to five days before the date set by the triaster for the inviter's sale, the grantor or other person so privileged by ORN No. 700, may pure the interfective or his successors in interest, respectively, the enter amount then then the moder the terms of the trust deed and the obligation secured thereby inclination stars and expenses actually incurred in enforcing the terms of the obligation and stars and attorney's fees not exceeding 550 each other than such portion and extert and attorney's fees not exceeding 550 each other than such portion and prescript as would not then be due had no default occurred, and thereby each the default, or which event all foreclosure proceedings shall be dismissed by the the time and place 14. Otherwise, the sale shall be held on the date and report wither in one pared or in separate parcels and shall sell the pared said property either in one pared or in separate parcels and shall sell the pared said property of the purchaser its deed in form as required by law sine. Trustee shall delive to the purchaser its deed in form as required by law only the property so said, the purchaser its deed in form as required by law only. The recitation the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person matters of fact shall be conclusive proof of the truthfulness thereof. Any person the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall, including the

matters of jact snaw on concusive proof of the transplaness intereof. Any person, excluding the trustice, but including the grantor and beneficiary, may purchase at the sale.

More trustice sells pursuant to the powers provided herein, truster shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by truster's attention, (2) to the configuration secured by the trust deed, (3) to all persons having recorded hereinflation secured by the trust deed, (3) to all persons having recorded hereinflation in the trust deed as their interest of the trust deed as their interest way appear in the order of their priority and [4] the surplus, if any, to the country of the vaccious in interest entitled to such surplus.

Jo For any reason permitted by law beneficiary may from time trust appearance in successor to successor to successor or successor o

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 titled thereto The Trust Deed Act provides that the trustee hereunder must be either an attenney who is an active member of the Oregon State Bar, a bank, trust company or savings and lean association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. ret



and that he will warrant and forever defend the same against all persons whomsoever.

100

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),

(b) for an organization, or (even it 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, 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. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

CTATE OF HAWAII

(ORS 93.490)

	TY OF	•	ulu	} ss.
the unde	larch 21, 1 rsigned, a Notai	ry Public in	and for said C Clark Lea	before me, County and State,
known t within it sworn, d	o me to be the instrument as a deposed and said	person wh witness th d: That 1	ose name is sereto, who be needed.  11 resides	subscribed to the eing by me duly
he Lamb	_ was present a	nd saw No1	man C. &	Virginia B
in, and instrume	whose name is ent, execute the	subscribed same; and th	d to the with hat affiant sub	person described ann and annexed scribed thei
name th	ereto as a witne	ess to said	execution.	ىمە

FOR NOTAR	Y SEAL OR STA	AMP
	· •	
	313	

TO The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 is	t secures. Both must be delivered to ti	ne trustee for concellation before reconveyance will be made.		
TRUST DEED		STATE OF OREGON  County of Klamath		
Lamb		I certify that the within instru- ment was received for record on the 28th day of April , 19 78, at 8:38 o'clock A M. and recorded		
Grantor	SPACE HEBERVED FOR RECORDER'S USE	in book N78 on page 8396 or as file/reel number 47080 , Record of Mortgages of said County. Witness my hand and seal of		
WELLS FARGO REALTY SERVICES INC.  Beneficiary	NEGOMBEN 6 USE	County affixed.		
WellsFargoRealtyServices		Wm. D. Milne		
572 E. Green St. Pasadena, Ca. 91101		County Slerk Title		
Attn:Karen Stark		By Aletha & Alleth Deputy		