47084		TRUST DEE		Vol. 78	_Page_	8402
THIS TRUST DEED, made this _ ROBART P. JACHMAN AND TRANSAMERICA TITLE INSURANC SERVICES, INC., a CALIFORNIA COL	E COMPANY, a C RPORATION, TR	RUSTEE as Ben WITNESSETI	eficiary. 4:	iv as Trustee, an	d Weller I	
Grantor irrevocably grants, bar, COUNTY, OREGON, described as:	gains, sells and co	mvcys to trust	ee in trust, wit	h power of sale	, the property	in KLAMATH
Lot 29 in Block 27 of Trac Page 20 of Maps in the office of the Con	1113-Oregon Sh anty Recorder of s	ores-Unit 2 as said County.	shown on the n	nap filed on De	cember 9, 197	7 in Volume 21,

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaming, 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 egreement of granter herein contained and payment of the sum of FOUR THOUSAND Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to EIETY

beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable MARCH 20 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the granter without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes

The above described real property is not currently used for agricultural, timber or grazic. To protect the security of this trust deed, grantor agrees:

1. To protect, preverve and maintain said property in good condition and repair; not to remove or demolith any building or improvement thereon; not to commit or permit any writer that property in the property in the property in the property in the property property.

In 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 Commercial Code as the beneficiary way require and to pay for filing same in the proper public office or offices, 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 such other hereafter erected on the said premises against loss or damage by fire and such other hereafter effects on such as soon as insured: if the synator shall fail for any reason to provide and soon as insured: if the synator shall fail for any reason to provide and soon as insured: if the synator shall fail for any reason to placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any five or the expiration of any provide and such other placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any five or other insurance policy may be applied by beneficiary upon any indeptedness secured hereby and in such order as beneficiary upon any indeptedness secured hereby and in such order as beneficiary of the reference of the placed on such and point of beneficiary the entire amounts occurred on part thereof, may be released to grantor. Such application or release shall not cure or waits any default or notice of default hereunder or invalidate any act done pursuant to such

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 pursuous waive any default or notice of default hereunder or invalidate any act done pursuous to such notice.

S. To keep said premises free from construction 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 past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of pany taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing heneficiary with funds with which to make such payment in the providing make payment thereof, and the amount so paid, with interest at the rate we forth in the note secured hereby, together with the obligations described for the overnants hereof and for such payments, with interest and provided the payment secured by this trust deed, without waiver of any rights arise growing described the property described, as well as the grantor, shall be herein the same extent that they are bound for the expendent of the obligation to the same extent that they are bound for the expensive of the obligation to the same extent that they are bound for the expensive of the obligation of the 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 this trust including the cost of title search as well as the other costs and expenses of this trust including the cost of title search as well as the other costs 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 this obligation.

7. To appear in ond defend any action or proceed

It is mutually agreed that

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S. In the event that are position or all at side property shall be taken under the sight of entire the event dominate condemnation. Sometimes shall have the sight of the sight of the sight of the sight of events are understand to decrease the events are supplementable to the sight of the part at the sometime to the sight of the events and attention to the events and append by the part of the property and append by the part of the property and append by the first upon any reasonable proceedings, shall be paid to beneficiary and append by it first upon any reasonable proceedings, shall be paid to beneficiary in such proceedings, and the balance occussion of expenses and attenue's feet, both in the trial and appellate courts, occus and expenses and attenue's feet, both in the trial and appellate courts, energially paid or indebtedness secured horeby, and grantor agrees, at its own expense, to take such actions and execute use in instituentist as shall be necessary expense, to take such actions and execute use in instituentist as shall be necessary obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written sequest of beneficiary, against of its feet and presentation of this deed and the note for endoscenient (in each of fill reconveyance for encellation), without affecting the liability of any case of full reconveyance for encellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property. (b) join in granting any easement or creating any

restriction thereon; [c] join in any subordination or other agreement affecting this deed or the llen or charge thereof, [d] reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals thereon of any matters or fact shall be mentioned in this paragraph shall be not less than \$5 mentioned in this paragraph that he not less than \$5 mentioned either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enterpoon and take possession of said property or any part thereof, in its own nasue or otherwise collect the rents, issues and profits, including those past due and unptid, and apply the same, lest costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

mueoreaness secured hereby, in such order as beneficiary may determine upon any such rents, issues and profits, or the proceeds of fire and other insurance polices or compensation or awards for any taking or damage of the property, and the application or release thereof artifler-and, shall not our or waive any default or notice of default hereunds are all the application or release thereof artifler-and, shall not our or waive any default or notice of default hereunds are all the application of release thereof artifler-and, shall not our or waive any default or notice of default hereunds are application. The property is such an extended and the application of the property of the analysis of the profit of the application of the property is currently used for agricultural, inther or grazing purposes the months of the property is currently used for agricultural, inther or grazing purposes the months of the property is currently used for agricultural, inther or grazing purposes the months of the property and the property and the property used for agricultural for the control of the property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust device and cause to be recorded his written notice of default and his election to self the said described real property to saitsly the obligations secured hereby, whereupon the trustee thall fix the time and place of sale, we notice thereof as their required law of the said described the proceed to foreclose this trust deed in the manner provided in ORS/18.5.740 to 86.795.

trustee shall fix the time and place of sale, give marke thereal as then required by law, and proceed to foreclose this trust deed in the manner provided in (RS)-6, 730 to 86, 725.

13. Should the beneficiary elect to foreclose by adventisement and sale then feel default at any time prior to five day before the date set by the tractee for the trustee's sale, the granton or five day before the date set by the tractee for the trustee's sale, the granton or view in interest, respectively, the entire amount then hereficiary electrons of the trust deed and the obligation so under them an inclination of the trust deed and the obligation is one different and hadron over any state to the trust and thereby and hadron out and attentively feet not exceeding \$80 each other than win portion of the primary at would not then be due had no default occurred, and thereby one the default, while event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the purchaser its deed in form as required by law conveying the put put had the designated by the trustee of sale trustee shall be even that the sale.

13. When trustee sells pursuant to the provers provided herein, trustee shall apply the trustee, but including the cannot and benefit only, may purchase at the sale.

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proveded by fale to payment of (1) the expenses of sale including the cannot and benefit only, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proveded by fale to payment of (1) the expenses of sale, including the examine and benefit only and the eventual of the provides of the restree and a reasymble charge by trustee's attentive, (2) to the obligation secured by the trus

property is allusted, shall be conclinate print of person separation that the interfer.

17. Trustice accepts this first when this deed duty executed and a knowledged to made a public record as provided by law. Finite its not obligated to made any party hereto of pending sale under any other deed of thirt of all as which granted proceeding in which granted, henchouses or trustee shall be a party university in the arms or proceeding is brought by mone.

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 here nder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and foan 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.

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),

(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, 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 leminine 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 apposite.)

DATA, MARCH 7, 1978 (ORS 93.490) I STATE OF

) 25.

STATE OF HAWAII,

March 09, 1978 the undersigned, a Notary Public in and for said County and State, personally appeared \_ Robert R. Cloutier known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That \_\_he\_ resides at \_ 94-498 Ala Poai Street he was present and saw Robert P. & Yvonne H.

Zachman personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed \_\_their name thereto as a witness to said execution.

Signature Tuylais ( Kanhare

FOR NOTARY SEAL OR STAMP

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 m

## TRUST DEED

Grantor

WELLS FARGO REALTY SERVICES INC. Beneficiary

AFTER RECORDING RETURN TO

WellsFargoRealtyServices 572 E. Green St. Pasadena, Ca. 91101 Attn:Karen Stark

SPACE RESERVED FOR RECORDER'S USE STATE OF OREGON

County of Klamath I certify that the within instrument was received for record on the Z8th day of April , 19 78 , at 8:38 o'clock A.M., and recorded in book M78 on page 8402 or as file/reel number 47034

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title

s**s**.

By Servetha Hobbith Deputy