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 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 NINA HUNDRAD FIFTY

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 11

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 the within described property, or any part thereof, or any interest thereon is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, prespective of the one 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.

To protect the security of this trust deed, grantor agrees:

To protect, preserve and maintain said property in good condition and repair, remove or demolish any building or improvement thereon, not to commit or

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 permitt any waste of said property.

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

3. To comply with all laws, ordinances, regulations, concenants, conditions, and restrictions affecting said property; if the beneficiary sar requests, to join in executing such financing statements pursuant to the Uniform Commercial Cost of the enteringing such financing statements pursuant to the Uniform Commercial Cost of the executing such financing statements pursuant to the Uniform Commercial Cost of the executing such financing statements pursuant to the Uniform Commercial Cost of the executing such financing statements pursuant to the Uniform Commercial Cost of the executing such financing statements pursuant to the Uniform Commercial Cost of the executing such financing statements and promites against loss or damage by five and such other hazards as the broakteary may from time to time require and amount not less than hazards as the broakteary may from time to time require and amount not less than hazards as the broakteary may from time to time require and amount not less than hazards as prior to the expiration of any policy of unurance and the delivered to into require any such restance and is deliver stail policies of unurance and the delivered to into reading state beneficiary as soon as instituted, if the grantor shall fall for any reason to proveure any such restances and industry to the expiration of any policy of unurance now or necessite filtered days prior to the expiration of any policy of unurance now or necessary filtered days prior to the expiration of any policy of unurance now or necessary filtered days prior to the expiration of security

It is mutually agreed that

It is mutually agreed that

A. In the event that any portion or all of tail property shall be taken under the right of enumer domain or condemnation. Severations what have the right of it is right of enumer domain or condemnation. Severations what have the right of it is right of enumer domain to condemnation to the bodies, but it is right and in exercise or his hadron, regarded to permit asserted his parties on the hadron of the property of the means of the regarded and appearing the expenses and attenues it permits adopted by a resistance and supplied to construct and appear of the regarded expenses and attenues it permits on the parties necessarily paid to make the means recognited on the means of the means of the feel of the right of the permits required by beinglicary or man proceedings, and the balance expense up to take such actions and execute method in instrument as shall be necessary of the meaning such compensation, promptly upon beneficiary request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the nute for endorsement (in payment of the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property, (b) poin in granting any casement or creating any

restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereof; (d) reconvey, without warrants, all or any part of the property. The grantee in any reconveyance may be described as the "poper persons legally entitled thereto," and the recutals thereon of any matters or jac is shall be conclusive proof of the trainfullation thereof. Practice's Jees for any of the services.

be conclusive proof of the trustifulness thereof. Trustice's fees for any of the services mentioned in this paragraph shall be not less than \$5. [10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, 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 wehitedness hereby secured, enter upon and take possession of said property or any positive thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including teasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine

11. The entering upon and taking possession of stad property, the collection of such rents, issues and profits, or the proceeds of five and other museume policies or compensation or awards for any taking or dimate of the property, and the application or release thereof as aforestad, shall not cure or waive any default or infect of default hereinder or invalidate any act done pursuant to such notice. It is promised to any agreement hereinder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, imber or greating purposes, the heneficiary may proceed to foreclose this trust deed in equity, as a mortage in the manner provided by law for mortague foreclosures. However, if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortage or direct the trustee to foreclose this trust deed in equity as a mortage or direct the trustee to foreclose this trust deed in equity as a mortage or direct the trustee to foreclose this trust deviated accorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee stall fix the time and place of sale, give notice thereof as their required to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after devolute a men and sale then

taw, and proceed to foreclose this trust deed in the manner provided in ORS/9. The No. 87.79.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person is privileged by ORS/8. For, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due, under the terms of the trust deed and the otherston secured investigation and including costs and attorney's fees not exceeding \$50 each other than such portion of the principal as would not then be due had no default occurred, and thereby, one the default, modeling to the default occurred, and thereby, one the default, modeling to the default occurred, and the time and at the time and place 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 self said property either in one parcel or in separate parcels and shall sell the parcel or parcels at sucting to the purchaser its deed in form as required by law convexing the paper deficient to the purchaser its deed in form as required by law convexing the paper defice to the without any covenant or warranty, express or implied. The receits in the deed of any matters of fact shall be conclusive proof of the truitifluness; thereof. Any person that the time of sale. The trustee shall called the sale.

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

excluding the trustee, but including the grantor and heneficiars, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment to (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having remided from subsequent to the interest of the trustee in the trust deed as to a unterest may appear in the order of their priority and (d) the various, it ams, to the extend or he trustee in interest entitled to such surplus.

16. For any reason permitted by law beach have not some time to time appears a trusteed in the extense to any bravier amendment, then the trustee appeared hereinder. Upon such appears and distinction of the extense to a trustee appeared hereinder. The latter thall never a month and trustee and trustee the estimate and advertise to the substitution of the extense and extense in the property of the substitution of the extense of the continued freedom and the substitution of the continued of the continued and substitution of the substitution of the continued of the account of the analysis of the continued of the continued of the account of

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 attorney, who is an active mancher of the Ocean State Ser a Sen, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a fille insurance company across the trustee to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States of 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, tamily, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it grantor is a natural persoh) are for business or commercial purposes other than agricultural

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 teminine 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.

x Riedard on yamane Jr.

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

IORS 93,4901

WITNESSO By: Robert R. Clonties DATE: MARCH 7, 1978

STATE OF HAWAII, COUNTY OF_ Honolulu

On ______ March 09, 1978 _____ before me, 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 St., Mililani, HI was present and saw Richard M. Yamane; that

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 his name thereto as a witness to said execution.

Signature Legenin

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 The undersigned is the legal owner and noiser of all indecreases 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

TRUST DEED

Grantor

WELLS FARGO REALTY SERVICES INC.

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 28th day of April 1978 at 8139 o'clock & M., and recorded in back M78 on verse \$411 on page 8411 or as file/reel number 47090 Record of Mortgages of said County. Witness my hand and seal of

County affixed.

Wm. D. Milne

County Clerk

By Bernethard Keloch Deputy