7213-80115

instructs of just sum or concusive proof of the truthjulness thereof. Any person, excluding the trustee, but including the grantor and heneficiary, may purchase at the safe.
15. When trustee sells pursuant to the powers provided herein, trustee shift of pays the proceeds of safe to payment of (1) the expenses of safe, including the trustee of the trustee of (1) the expenses of safe, including the trustee in the line of the powers of safe, including the trustee safe to payment of (1) the expenses of safe, including the trustee safe to payment of (1) the expenses of safe, including the trustee in the line of the proceeds of safe in the trustee in the line proceed of the trustee of the line of the safe to the proceed of the trustee in the line proceed of the safe to the proceed of the trustee of the line of the safe to the proceed of the trustee of the line of the safe to the safe to the proceed of the safe to the safe to the proceed of the safe to the proceed of the safe to the safe 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 member of the Oregon State Bar, a back must company or savings and loan association euthorized to do business under the laws of Oregon or the United States, a still insurance company authorized to the trust company property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any autory theres?

NOTE

It is mutually agreed that: 8 In the event that any particle will of add property shall be taken under the service common domain or condemnation, beneficiary shall have be taken under the service common domain or condemnation, beneficiary shall have be taken under the service service of the services of the other in the moments periods are completed in the property of the services of the services of the service of the service of the service of the services of the services of the service of the service of the service of the services of the services of the service of the service of the service of the services of the services of the service of the service of the service of the services of the service of service of the service of service of the service of service of the service of service of the service of th

search as well as the other costs and expenses of the trustee incurred in connection To appear in and Jefend any action or proceeding purporting to affect the security rights or powers (the beneficiary or trustee may appear including any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit, action or the beneficary's or trustee the provided however, in the off of the beneficary's or trustee attrustee then the prevailing that is a trustee to the standard beneficary or trustee then the prevailing party that be entited to the attrust is less nerein described, the amount of attorney's fees appeared in this paragraph 7 in all cases shall be fixed by the trust court or by the trusteent of appear is taken. It is mutually agreed that:

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unpaid, and apply the same, less costs and expenses of Operation and concentration of automatic attorney's fees subject to paragraph 7 heredy upon any indebtedness secured hereby, in such order as beneficiary may determine.
11. The entering upon and taking possession of build property, the collection of compensation or awards for the proceeds of pine or waster any objective of the proceeds of the concentration of the import. An and taking the states of the property is the state of the proceeds of pine or waster any objective of the proceeds of pine or waster any objective of the proceeds of pine or waster any objective of the import. And the concentration of the property is and the order of the property is and the order of the property is and the order of waster any objective of the state of the proceed of the state of t

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restriction thereon: (c) join m any subordination or other agreement affecting this deed or the lien or charge thereof, (d) reconvey, without warranty, all or any part of the particle of the real of the described as the real of any part of any become there in any reconveyance may be described as the real of the source of the sou

Page 20 of Maps in the office of the County Recorder of said County.

For the PURPOSE OF SECURING PERFORMANCE of each agreement of principal and interest hereof of according to the terms of a promissory note of even dath herewith, pavable to P

in Block ______ of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21,

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

the Reiniger

8435-4

TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

TRUST DEED Vol. 78 Page THIS TRUST DEED, made this 12 TH Richard

451406.

8435

8436 and that he will warrant and forever detend 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 persoh) are for business or commercial purposes other than agricultural purposes. purposes. This deed 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 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 (c) 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. this Ame (If the signer of the above is a carporation, use the form of acknowledgment opposite.) Witnessed by: Of Clark Havet date: 12 mbach, 1978 STATE OF (ORS 93.490)) STATE OF STATE OF HAWAII. _, County of SS. March 14, 1978 On the undersigned, a Notary Public in and for said County and State, personally appeared ____ G. Clark Leavitt known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly FOR NOTARY SEAL OR STAMP sworn, deposed and said: That <u>he</u> resides at _ 1522 Piikea St., Honolulu, HI he __ was present and saw Richard F. Asmus ----: that personally known to <u>him</u> to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed <u> h_{13} </u> name thereto as a witness to said execution. Signature Eugenic Clauba 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 holder of all indeptedness 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 by you herewish totather with and forest deed) and to recorded without waterests to the particle desidented by the terms of and the secure of and the said trust deed or pursuant to statute, to curves an evidences of indepretiness secured by said trust deed (which are centrated to your herewith together with said frust 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 Do not lose or costroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. Beneficiary TRUST DEED STATE OF OREGON lomus County of Klamath ss. I certify that the within instru-..... at 9:24 o'clock A.M., and recorded in book M78 on pass \$435 or as file/reel number 47106 Grantor SPACE RESERVED WELLS FARGO REALTY SERVICES INC. Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING GET IDN TO WellsFargoRealtyServices 572 E. Green St. Wm. D. Milne Pasadena, Ca. 91101 County Clask Title Attn:Karen Stark By Lesnethan Latter Deputy ۱ı

Fee \$6.00