8705 38-14782 . TRUST DEED 47286 MARCH _. 19 78 . between _ day of TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Lot 26 in Block of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County. together with all and vingular the tenements, hereditaments and appurtinances and all other rights thereunto belonging or in anywise now or hereafter appertament, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with and real estate.

FOR THE PURPONE OF SECURING REFORMANCE of each agreement of grantor herein contained and payment of the sum of THR ec Thousand Dollars, with interest thereon according to the terms of a promissory one of even date hereafte payable to Dollars, with interest thereon according to the terms of a promissory one of even date hereafte payable.

Dollars, with interest thereon, a cording to the terms of a promissory one of even date hereafte payable. In the event the date of math, it of the debt secured by this instrument is the date, stated above, on which the final installment of said mure becomes due and payable. In the event of the debt secured by this instrument is the date, stated above, on which the final installment of said mure becomes due and payable the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alternated by the grantor without trust mayor obtained the written consent or approval of the beneficiary, then, at the hereficiary's sold, as the content of the property of the date of the beneficiary is option, all obligations secured by this instrument, prespective of the maturety 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-numbers. The date of mat. 19 of the debt secured by this instrument is the date, cited above, on which the within described property, or any part thereof, or any interest insteal as sold, agreed to be should be described real property is not currently used for a gravital timber or graving purposes.

The shove described real property is not currently used for agricultural, timber or graving purposes.

To protect the security of this trust deed, grouter acrees.

1. To protect, preserve and maintain said property or good condition and repair, not to remove or demokith any building or unprovement thereon, not for committon to remove or demokith any building or unprovement which may be constructed, damaged or detroyed thereon, and pay when due all costs incurred therefor, regulations, coveraints, conditions, and any when due all costs incurred therefor, regulations, coveraints, conditions, and pay for fifty such financing statements pursuant such financing statements pursuant such financing statements pursuant well as the cost of all lien seem fictury.

4. To provide and east premites against loss or danlage by for and such other hereoffer erected one to such provides and outlineastly such and such other hereoffer erected one to such provides and outlineastly such and the delivered fifteen days prior to the expiration of any policy of insurance and the hereficiary upon any independent insurance and provides and such other herefor, may be released to grantor. Such application or release shall not curre of many determines, or at option of beneficiary the entire anount is collected, or any may determine, or at option of beneficiary when the notice.

5. To keep seem of the provides of the policy of insurance nown necessary properts beneficiary upon any part of such taxes, assessments and outlessed, and the provides of the policy of the provides of the policy of the provides of the beneficiary of the provides of the policy of the policy of t restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof, (d) reconvey, without warrants, all or any part of the property. The gracer in any reconveyance may be deverted as the appears or persons legally entitled thereto, and the resistably thereof any matters of at stiall persons legally entitled thereto, and the resistably thereof any artistic and any artistic persons legally entitled thereto and the restricts thereof. Trustics beet for any or the vertices mentioned in this paragraph shall be not less than \$3.

10. Unany default by grantor hereunder, bondinary, may all 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 individual restricts, and the enters of the proposition of the adequacy of any security for the individual restricts, and any activities could be possession of said property or any per thereof, in its issue and impaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to property of any part thereof, and collection, indebtedness secured hereby, in such order as benefitiary may determine.

11. The entering upon and taking possession or said property, the collection of release thereof as aforesaid, shall not any other oursains of the collection of the property of the property, and the compensation or awards for any taking or damace of the property, and the compensation or awards for any taking or damace of the property, and the above compensation of awards for any taking or damace of these property, and the compensation of awards for any taking or damace of these property, and the above compensation or awards for any taking or damace of these property, and the above secured hereofy and property and the above secured hereofy and property is currently used any taking or damace of the property, and the above secured hereofy and property is currently used any taking or tracter mail for the time and place of sale, size indice thereof as time required by law, and proceed to foreclose this most deed of the meaning proceed to foreclose this most deed of the meaning proceed to foreclose this most deed of the manner proceed of the foreclose the deed of the manner proceed of the foreclose the foreclose the deed of the foreclose the for 6. To pay all costs, jees and expenses of the trustee incurred in cost search as well as the other costs and expenses of the trustee and in any suit, action or requirity rights or powers of beneficiary or trustee, and in any suit, action or security rights or powers of beneficiary or trustee may appear, including any suit for the proceeding in which the beneficiary or trustee may appear, including any suit for the forcelosize of this deed, to pay all costs and expenses, including evidence of title the the heneficiary or trustee provided, however, in case the suit is the beneficiary or the trustee then the prevailing part in the between the grantor and the beneficiary or the trustee then the prevailing parts between the grantor and the beneficiary or the trustee then the prevailing parts between the grantor and the beneficiary or the trustee then the prevailing parts between the grantor and the beneficiary or the trustee then the prevailing parts to the stronger special parts and the second of the secon If is mutually agreed that.

3. In the event that any parison or all at sud property shall be taken under the select, to request domain or consequentially bounded with a second personal region of it is easily to be advantaged to partially and at a any particle of the second personal region of the partial second acceptance and altroney's term of the animal region of the partial second of expenses and altroney's term of the animal region of the partial second of the proceedings, shall be paid to benefit ary and applied by it heat and applied second occasions, the partial second of expenses and expense and atomics's feet, both in the total and applied excepts and expense and the benefit ary in such proceedings, and the solidar applied upon the indebtenest second hereby, and granto agrees, at it was applied upon the indebtenest second fine the intimment as shall be necessary in the particle and promptly upon benefits of request.

9. At any time and from the time upon written request of benefits and progression of this deed and the noise for endomment in payment of its feet and presentation of this deed and the noise for endomment any period fill reconvexiance, for cancellation, without affecting the liability of any period for the payment of the indebtshees, further may (a) convent to the making of any map or plat of said property, (b) poin in granting any carement of creating any

property is utuated, shall be conclusive proof of property and and acknowlesses that the France accepts this trust when this deed shall exceeded and acknowlesses to make a public record as provided by law. France is not obligated to resure any prince liverty of pending take under any other deed of make an account of the providing take under any other deed of make on the account of the providing taken the property of the providing taken the pr The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seried 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, and is a marcher of the Organi State Bar, a bank, test company or taxings and loan association authorized to do business under the laws of Oregon or the context deed, a fitte insulance company authorized to my set the to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States of one agency marked. 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 persoh) 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 tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the tors, personal representatives, successors and assigns. The term beneficiary herein. In construing this deed and whenever the context so requires, 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. y Livise H. Fletcher hard wit Nessed By: Within hard (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93 490) STATE OF CALIFORNIA, COUNTY OF.... FOR NOTARY SEAL OR STAMP personally known to is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed 115 name thereto as a witness to said execution. GERALD E. GREEN NOTARY PUBLIC-CALIFORNIA LOS ATIQELES COUNTY My Commission Expires Aug. 25, 1973 Signature... 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: 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 STATE OF OREGON

SPACE RESERVED

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TRUST DEED	
Mitchen	
	Grantor
WELLS FARGO REALT)	SURVICES INC.

Beneficiary

County of Klamath I certify that the within instrument was received for record on the , ₁₉ 78 2nd day of May , 1978 , at 10:17 o'clock AM., and recorded in book M78 on page 8706 or as file/recl number 47286 Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clark Title By Berne hard Letoch Deputy