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, usues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate

Five Thousand Eight

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the hereficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable

The date of maturity of the teleb recircal by the auttoment is the date. Stated above, an which the food maturity at the label record to the over The date of maturity of the debt secured by this instrument is the date, stated above, on which the final intallinent of sail note becomes due and payable in the countries within described property, or any part thereof, or any interest fluerent is said, affected to be soil, conveyed, assigned or alternated by the vanion without for harms obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, inespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The date of maturity of the debt secured by this instrument is the date, tisted above, on white the within described property, or any part thereof, or any interest therein is sold, agreed to be obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shall become immediately due and payable.

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

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 demotic may halding or improvement the rean, not to commit or permittently of the continuous and payable and property and in good and workmanker manner any waste of said property.

2. To complete or reture promptly and in good and workmanker manner any such mixed therefore the englishing of the heneficiary so requires and it is not appeared to the heneficiary and proper of the heneficiary as requires any and the payable to the heneficiary.

2. To comply with all laws, order therefore of the proper public office or offices, as a significant of the proper public office or offices, as well as the emediate of the heneficiary in the heneficiary in the proper public office or offices, as well as the emediate of the heneficiary in the heneficiary in the heneficiary in the property of the heneficiary in the property of the property before any post of such as property before any post of such as property before any post of such property in the property of the property of the property in the property is possible

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 expears, including evidence of title after beneficiary's or trustee s attorney's fees provided, however, in case the stift is between the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees therein described; the amount of citorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court of an appeal is taken.

It is mutually agreed that

If it muffielly agreed that

S. In the event text was position in all or vint projects shall be a considered as elect if require that all or endominations beautifuses that the region of a significant elect. It is require that all or aim portion of the months Assales were to state that taking, which are or excess of the amount required to pay all excendable construct taking, which are or excess of the amount required by granter in such proceedings, shall be paid to beneficiary and applied by it trist upon any reasonable costs and expenses and atternay's fees, both in the trial and applied court costs and expenses and atternay's fees, both in the trial and applied court proceedings, and the balance applied upon the independent secured hereby, and granter agrees, at its own expense, to take such a tion, promptly upon beneficiary triguest obtaining aim competention, promptly upon beneficiary triguest of beneficiary.

J. At any time and preventation of this deed and the most for endorsement (an ease of full recommendate, for encellation), without affecting the liability of case of full recommenders of the indebtudness, trustee may (a) consent to the making of any map or plat of said property, (b) join in granting any extendent or creating any

restriction thereon; (c) join in any subordination or other agreement affecting this deed or the line or charge thereof; (d) reconvey, without witeranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals thereto of any matters or fact y half be conclusive proof of he multipliness thereof. Pristoc's tees to 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 mee with due notice, either in person, by sgent or by a receiver to be appointed by a court, and without regul to the adequacy of any security for the indebtedness hereby secured, enter upon and take passession of said property or any part thereof, in its own nams sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the some less 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.

including reasonable attorney's feet subject to paragreaph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

11. The entering upon and taking possession of said projects, the collection of sich rents issues and profits, or the proceeds of jive and other instrume politicis compensation or awards for any taking or damage of the projects, and the application or release thereof as aforestial, shall not curs or wone any default or notice of default hereinder or insalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indeficient may default or in his performance of any agreement hereinder, the beneficiary may declare all suns secured hereby inmediately due and payable. In the secret was declare all suns secured hereby inmediately due and payable. In the secret and it the above described real property is currently used for secretarities, and in equity, as a montscen the manner provided by law for mortgace loves must theorem, as montscen in the manner provided by law for mortgace loves must be true to the real report of the suns in the deal of the entire the property is an interest of the following in the deal property is consistent to the manner provided to the class of default and his election to sell the said described real property to satisfy the holigations secured hereby, whereupen the trustee shall fix the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided to (RNN-8, 74) to 86, 793.

13. Should the hereficiary elect to foreclose by advertisement and sale then sign of a sale fixed property in the election of the days before the date set by the trustee to the foreclose this trust deed in the manner provided to (RNN-8, 74) to 86, 793.

13. Should the hereficiary elect to foreclose by advertisement and sale then sign of a sale property of sales in the property of the sales of th

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

15. When trustee sells pursuant to the powers provided herein, trustee risall apply the proceeds of sale to payment of (1) the expenses of sale, in licing the compensation of the trustee and a reasonable charge by trustee's attorney. 2 to the obligation recurred by the trust deed, (3) to all persons having recorded to the interest of the trusts deed at men interests may appear in the order of their priority and (d) the supplie, if any, to the control of their priority and (d) the supplie, if any, to the control of the order of their priority and (d) the supplie, if any, to the control of the supplies of the supplies of the control of the order of the supplies of th

office of invited, shall be conclusive proof of proper appointment of the water trustee. Fruite accepts this trust when this deed, dish, executed and acknowle is made a public record or provided by low. Frustee it not obligated to notify party hereto of pending sale under any other deed of trust or of any acti-porcealing in which granter, benefit any or trusto, shall be a garry unless such a or proceeding is brought by truster.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully served in sec 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 bank, trust company or savings and loan association authorized to do business ender the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, 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, lamily, 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 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

\* 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.)

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(ORS 93.490)

STATE OF CALIFORNIA. Angeles COUNTY OF LOS

4 April, 1978

the undersigned, a Notary Public in and for said County and State, personally appeared Kerry S. Penn whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That the resides at that the said of the said of the sworn is the said. That the resides at the said of the sai

was present and saw Richard G. Quiulan SR. + RICHARD G. QUINAN JE.

personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, exercise the same: and that assume thereto as a witness to said execution.

FOR NOTARY SEAL OR STAMP



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

f not lose or cestroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyonce will be made.

TRUST DEED

WELLS FARGO REALTY SERVICES INC.

Beneficiary

AFTER RECORDING RETURN TO

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

SPACE REGERVED FOR RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 2nd day of May , 19 78 , 19 78 at 10:18 o'clock A.M., and recorded in book M78 on page 8726 or as file/reel number 47300 Record of Mortgages of said County

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Sunda & Relich Deputy