

48611

1944 19 31 3 17

Lot 22 in Block 21 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.

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

The above described real property is not currently:

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 permit any waste of said property.

2. To restore promptly and in good and workmanlike manner any improvements removed, damaged or destroyed thereon.

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

3. To comply with all laws, ordinances, regulations, requests, to join in executing restrictions affecting said property; to the Uniform Commercial Code as the beneficiary-such financing statements pursuant to the proper public office or offices, as may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as well as the cost of all other expenses incurred 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 hazards as the beneficiary may from time to time require in an amount not less than the amount of the face of the policies of insurance acceptable to be delivered to the beneficiary; all policies of insurance shall be issued for any reason to

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6. To pay all costs, fees and expenses of the trustee incurred in connection with this obligation.

7. To appear in and defend the beneficiary or trustee; and  
security rights or powers of the beneficiary or trustee may appear, including any suit for  
proceeding in which the beneficiary or trustee may appear, including evidence of title  
foreclosure of this deed, to pay all costs and expenses, however, in case the su  
the beneficiary's or the trustee's attorney's fees provided, however, in case the su  
between the beneficiary and the beneficiary or the trustee, then the prevailing party's  
be entitled to the attorney's fees herein described; the amount of attorney's  
mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by  
appellate court if an appeal is taken.

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applied upon the property, to take such actions and execute such documents as may be required to obtain such compensation, promptly to time upon written request of beneficiary or endorsee.

3. At any time and from time to time upon written request of beneficiary or endorsee, payment of its fees and presentation of this deed and the note for endorsement for payment of its fees and presentation (for cancellation), without affecting the liability of payment of full reconveyance, for cancellation, trustee may (a) consent to the retention of the property for the payment of the indebtedness, trustee may (a) consent to the retention of the property for the payment of the indebtedness, (b) join in granting any release or creation of any other interest in the property.

The grantor covenants and agrees to and with the beneficiary of the trust that the grantor is the owner of the described real property and has a valid, unencumbered

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15. When trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including compensation of the trustee and a reasonable charge by trustee's attorney, (2) compensation of the trustee and (3) to all persons having recorded obligation secured by the interest of the trustee in the trust deed as their interest subsequent to the interest of the trustee in the trust deed as their interest senior in the order of their priority and (4) the surplus, if any, to the grantor or to the order of the grantor, and to such surplus.

10. For any reason permitted by law hereinafter may from time to time appoint a successor or successors to any trustee named herein or to any successor or successors hereunder. Upon such appointment, and without conveyance or assignment hereunder, the latter shall be vested with all title, powers and duties conferred upon the trustee named or appointed hereunder. Each such appointment or appointment of a successor trustee herein named or appointed hereunder, shall be deemed to be an appointment of a successor trustee hereunder.

reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the County or Counties in which the property is situated, shall be conclusive proof of proper appointment of the said trustee.

17. Trustee accepts this trust as made a public record as provided by law. Trustee is not obligated to make a public record of any other deed of trust or of any property hereto of pending sale unless any other deed of trust or of any property hereto of pending sale shall be a party unless such proceeding in which grantor, beneficiary or trustee be a party unless such proceeding is brought by trustee.

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 title thereto

NOTE: The Trust Deed Act provides that the trustee hereunder must be either a corporation organized under the laws of Oregon or the United States, or savings and loan association authorized to do business under the laws of Oregon or the United States or any agency thereof, or property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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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 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.

*[Signature]*  
*[Signature]*

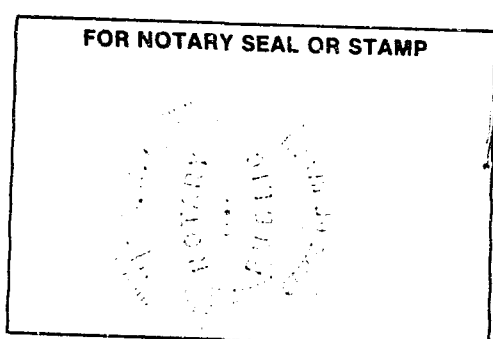
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

WITNESSED BY *[Signature]*  
DATE MARCH 19, 1978

STATE OF \_\_\_\_\_ )  
I STATE OF \_\_\_\_\_ County of \_\_\_\_\_ ) ss.

STATE OF HAWAII,  
COUNTY OF Honolulu } SS.

On April 19, 1978 before me,  
the undersigned, a Notary Public in and for said County and State,  
personally appeared Ronald A. 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  
45-418 Koa Kahiko St., Kailua, HI; that  
he was present and saw Douglas Williams  
and Janet Williams  
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 *[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: \_\_\_\_\_, 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

D. A. & J. I. Williams  
Grantor

Wells Fargo Realty Services  
Beneficiary

AFTER RECORDING RETURN TO  
Wells Fargo Realty Services  
572 East Green Street  
Pasadena, California  
91101  
*[Signature]*

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON } ss.  
County of Klamath

I certify that the within instrument was received for record on the 19th day of May, 1978, at 3:17 o'clock P.M., and recorded in book M78 on page 10611 or as file/reel number 48611. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne  
County Clerk Title  
*[Signature]* Deputy

Fee \$6.00