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48622	TRUS	T DEED Vol. 78	Page 10627
THIS TRUST DEED, ma	ide this day of	5 HPRIL	. 10 <u>18</u> . betwee
Patricia A. Luquire,	a married woman		, as Grante
TRANSAMERICA TITLE INS SERVICES, INC., a CALIFOR	NIA CORPORATION, TRUSTEE	DRNIA CORPORATION as Trustee E as Beneficiary. ESSETH:	e, and wells fargo reall
Grantor irrevocably gra COUNTY, OREGON, describe	ants, bargains, sells and conveys t	to trustee in trust, with power of	sale, the property in KLAMAT
		it 2 as shown on the map filed on inty.	December 9, 1977 in Volume 2
Page 20 of Maps in the office o	f the County Recorder of said Cou	inty.	
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I mente issuet and profits thereof and all I	hxbures now of herealter allached to of them.	all other rights thereinto belonging or in any in connection with said real estate.	2
FAUR HUND	RED Dollars with inter	intor herein contained and payment of the sur rest thereon according to the terms of a promu-	story note of eyen date herewith, pavably
beneficiary or order and made by grant	or the final navment of principal and interest	t hereof, if nut sounce paid, to be due and pay	able
The date of maturity of the debt se	ecured by this instrument is the date, starte	above, on which the final installment of said d, agreed to be sold, conveyed, assigned or a ry's option, all obligations secured by this in	tion in the the orant is without first has
expressed therein, or herein, shall becon	ne himediately due and payable.		
The above described real property is no To protect the security of this tru	t currently used for agricultural, timber or gra ust deed, grantor agrees:		bordination or other detrement affectua
The above described real property is no To protect the security of this int 1. To protect, preserve and maints not to remove or demolish any buildin	ust deed, granfor agrees: ain said property in good condition and repair ag or improvement thereon; not to commit o	r: restriction thereon; (c) join in any su ir deed or the lies or charge thereof; (d) the property. The grantee in any reco	reconvey, without warranty, all or any paneous provides the "perv
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In such on event and offer all parts the homeficiary was defored and statement of any undebtoiness secured here a for executioned in reputy, dia america er functioned in our offer of any offer of the received of the trust er bard of the first of the operative during a state for action may proceed to foreclust rect the reneficiary or the truste er bail execu- tive of default and his election to self here
The above described real property is no To protect the security of this tri 1. To protect preserve and mainte- nor to remove or demotish any buildin permit any waste of said property. 2. To complete or restore prompt building or improvement which may be and pay when due all costs incurred the 4. To complete intervention of the reprincipation affecting said property; if to such financing statements pursuant to the the said statements pursuant to the said statements pursuant to the said statements pursuant to the said statements pursuant to the scale said statements pursuant to the scale said statements pursuant to the scale state statements pursuant to the scale statements pursuant to the scale state scale scale scale scale to the beneficiary as soon as insure, procure any nich hist payable to the lat to the beneficiary as soon as insure, procure any nich histing and the henefician the amount collected under any fire beneficiary up and the identicates scale part thereof, may be released to grant to such notice. 5. To keep said premises free fr assessments and other sharges that may be fore any part of such taxe due or delinguant and promany deline taxes the are delinguant and promany deline taxes the scale state scale to fail to taxes and to delinguant and promany deline taxes and the delinguant and promany deline taxes that and and the delinguant and promany delin	ust deed, granfor agrees: in said property in good condition and repair ig or improvement thereon; not to commit o ty and in good and workmanlike manner am- refor. ances, regulations, covenants, conditions, am- he beneficiary so requests, to join in executing ander by filing officers or searching agencies a acide by filing officers or searching agencies a ciary. maintain msurance on the buildings now o against loss or damage by fire and such othe ther, all policies of insurance snall be delivered by policies of insurance on wor hierediffee ther, all policies of insurance snall be delivered if the grantor shall fail for any reason to liver a direct or the beneficienty at leas of any policy of insurance now or hierediffee ficiary the entire amount as collected, or an ficiary the entire amount as collected, or on ficiary the entire amount as collected, or on ficiary the entire amount as collected, or ficiary the entire amount as collected, or ficiary the entire amount as collected, or on construction liens and to pay all laxe say be levied or assessed upon or against sail say as belied to assessed upon or against sail say as belied on assessed upon or against sail say assessments and other charges become for any believed in such of the officiary in therefor the beneficiary in the officiary therefor the beneficiary in the officiary in the other therefor the beneficiary in the other of the other therefor the beneficiary in the other of the other therefor the beneficiary in the othereform of the other of the other and believed on assessed upon or against sail say assessments and other charges become pairs of the received on assessed upon or against sail say be levied on assessed upon or against sail say be levied on assessed upon or against sail therefore the beneficiary in the first of the other for the beneficiary in the first of the other for the othe	restriction thereon; (c) join in any su deed or the lies or charge thereof; (d) the property. The grantee in any reco- persons legally entitled thereto," and i the conclusive proof of the truthfulness mentioned in this paragraph shall be no 10. Upon any default by grantor due notice, either in person, by agent o without regard to the adequacy of any state upon and take possession of stif sue or otherwise collect the rents. Iss unpaid, and apply the same, less cos including reasonable attorney's fees indebtedness secured hereby, in such o 11. The entering upon and taking such rents, issue and profits or the pro- compensation or awards for any far opplication or relate thereof as afore notice of default hereunder or invalidate opplication or relate thereof as afore notice of default hereunder or invalidate such rents, insue and profits or unvalidate application or relate thereof as afore notice of default hereunder or invalidate the heneficiary may proceed to foreclo- the manner provided by law for mortage is no currently used, the bereficiar furst deed in equity as a martrage of the advertisement and suc. In the letter eve and cause to be recorded his written no described real property to safify the	reconver, without warranty, all or any prevence may be described as the "perty her recitals therein, of any matters or facets thereof. 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The above described real property is no To protect the security of this tri 1. To protect, preserve and mainta- nor to remove or demoitsh any buildin permit any waste of said property. 2. To complete or restore prompt building or improvement which may build and pay when due all costs incurred the 4.3. To complete suit laws, ordin retrictions affecting sud property; if to such financing statements pursuant to adv may require and to pay for filing s will as the cost of all lien searches m may be deemed desirable by the benefic 4. To provide and continuously hereafter erected on the said promises hazards as the beneficiary as soon as insure procure any such insurance and to build fifteen days prior historice and to build fifteen days prior historiance and to build fifteen days prior historiance and to build fifteen days prior historiance and to build placed on said collected under any fire may determine, or at option of bene- mer thereof, may be releated to grant work eany default or notice of default to such notice. 3. To keep said other charges that m property before any perior of such tase due or delinquent and promptly deliv grantor fail to make payment of any te other charges payable by grantor, beneficiary with funds with which to so the or delinquent and promptly deliv grant or fail to make payment of any te	ust deed, granfor agrees: in said property in good condition and repair ig or improvement thereon; not to commit o ty and in good and workmanlike manner an econstructed, damaged or destroyed thereon ances, regulations, covenants, conditions, and the beneficiary so requests, to join in execution the Uniform Commercial Code as the benefici- gament in the proper public office or offices, a ded by filing officers or searching agencies a clary. maintain gofficers or searching agencies a clary. in muranee on the buildings now o against fors or damage by file and such other the to time require in a file and such other the to time require in a mean and the sti- difficer the same at grant are spiled by or other biolicits of muranee mult be delivered by any procure the same at grant are septided or other instrance policy may be applied b cured hereby and in such order as beneficiar, or observation or release shall not cure or observation or release shall not cure thereunder or invalidate any act double or any procure the same at grant or is expensive any procure the same at grant or is expensive to a construction in such order as beneficiar to construction liens and to pay all fave thereunder or invalidate upon or against at a assessment and on bardinary comments on construction liens and to pay all fave the standard or assessed upon or against at a assessments and on bardinary comments	restriction thereon; (c) join in any su deed or the lies or charge thereof; (d) the property. The grantee in any reco- persons legally entitled thereto." any reco- persons legally entitled thereto." and the conclusive proof of the truthfulness mentioned in this paragraph shall be no 10. Upon any default by grantor due notice, either in person, by agent o without regard to the adequacy of any state of the state of the state of the state including reasonable attorney. I fees including reasonable attorney is fees in the state and profits, or the pro- tect of default hereinder or invalidate 12. Goon default by grantor in pa y in his performance of any agreement his secured hereby in antro in a y in his performance of any agreement his secured hereby in a mortgage or di day advertisement and safe. In the letter eve and cause to be recorded his witten no the mannes provided by law (for inorts aud cause to be recorded his witten no the mannes provided by law (for inorts and advectisement and safe. In the letter eve and cause to be recorded his witten no the discribed real property to satisfy: the trus and proceed to foreclose this trus to 86, 795.	reconver, without warranty, all or any pre- newance may be described as the "perv- he recisals therein, of any matters or facts thereof. Tustien's fees for any of the set- intereof. Tustien's fees for any of the set- test of the indebted as interbu- security for the indebted as interbu- security for the indebted as interbu- second profits, including those part du- its and expenses of operation and collec- subject to paragraph. Thereof, upon der as beneficiary may determine. Postsetsion of said property, the cullectur- band, shall not cure or waits any officia- rement of any indebted insterment. The any act done pursuant to tuch notice rement of any indebted insterment derivers at finite the deal in the second hereof- rement, he beneficiary may declare all a postsets deel in equiry, da anotes the finite ture. However, if and real pro- y at his faction may proceed in the inst de- er of densitively in the order the inst de- er finite the deal in equiry, da motes the finite ture instant to tuch notice rement of any indebted instant describered hereof- rements deed in equiry, da a motes to for equivalition may proceed in the inst de for agricultured, timber or graine purp- de this fusich and event and if the a d for agricultured, timber or each and if the obligations secured hereof when the ture field rest the entities of advection may proceed in the stat deve of default and his election to rest default for a posties in the intervection the instant de- cer field restriked any ovent and if the a obligations secured hereofy, whereopen allows and the intervection the proceed in the stat of the order default and his election to rest the rest of default and his election to rest the rest of a collection for proceed and the rest default of a posties the rest default and his election to rest the rest of default and his election to rest the rest of the obligations secured hereofy whereopen

separate parcels and shall sell the parcel or part or for eash, payable as the time of sale. Trusts i deed in form as required by law convering the covernant or warranty, express or implied. The rect act shall be conclusive proof of the truthjulness i trustee, but including the grantor and beingficar.

sale. 15. When invitee sells pursuant to the powers provided herein, invitee apply the proceeds of sale to payment of (1) the expension of the inhibit compensation of the truttee and a reasonable charge by inities satisfies a solitation when the base of the truttee of the inhibit polyaging to the interest of the truttee in the most deal as their interest appear in the interest of the truttee in the most deal as their interest in a constraint entities and of the supplex of the supplex interest of the interest of the truttee in the most deal as their interest interest in the order of their publicity and (4) the supplex of the states of the states interest in the interest entities to us h supplex. shall g the o the hens

Indice. 17. Prustee accepts this trust when this dead, duity executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other dead of trust or of any action or proceeding in which grantitic, herefloary of trustee will be a party unless such action or proceeding is brought by further.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully select in tee simple of said described real proparty and has a valid, unencumbered titled thereto

The Trust Deed Act provides that the trustee hereunder must be either an atterney, who is an action merder of the Oregon State Bar, a bank, trust company or ravings and foun association authorized to do business under the laws of Oregon or the United States, a bille insurance company action red to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE:

the covenants hereof and for such payments, with interest as a foresaid, the property hereinbefore described, as well as the grantor, shall be build for the payments with interest as a foresaid, the property hereinbefore described, as well as the grantor, shall be build for the payments shall be immediately due and payable without notice, and that build be apprents thereof shall, at the option of the beneficiary, render all summits thereof shall, at the option of the beneficiary, render at summit deal by this trust deed immediately due and payable without notice, and that by this trust deed immediately due and payable without notice, and that by this trust deed immediately due and payable and expenses of this trust including the cost of till search as well as the other costs and expenses of the insiste incurred in connection with this obligation.
7. To appear in and before the search as well as the other due to the search as the search as well as the other costs and expenses of the insiste method in connection with this obligation.

search as well as the inter-costs and express of the indice indices the sector of the

appellate court if an appeal is taken. It is mutually agreed that: 8 The event hold one portion or all of bidgenoperty shall be taken refer of emission domain or condemnation, beneficiary shall have the two refers, by bagings that all or are portion of the montle ericable at compe-net, taking, which are in excess or the annume required to pay all reason expenses and attorney's feet meesurity and or intered by cardi-proceedings, shall be also beneficiary and applied by it first upon any-costs and expenses and attorney's feet, both in the mal and appela proceedings, shall be during beneficiary in such proceedings, and appela despense, to take such actions and execute methy and grantor interest. applied upon the indebtedness tecured hereby; and grantor interest. 0 Bat any time and from time to time upon writem request of b 0. At any time and from time to time upon writem request of b

costs and expenses and attorney's fees, both in the that and appetate courts, necessarily paid or incurred by beneficiars in such presentings, and the balance applied upon the indibitedness secured hereby; and granter agrees, at its own expense, to take such actions and execute nuch instinutions as shall be necessary in obtaining such compensation, promptly upon beneficiary; request, 9. At any time and from time to time upon written expenses to beneficiary, payment of its fees and presentation of this deel and the note for endorsement (in case of full reconveysive, for cancellation), without affecting the flability of any person for the payment of the indebiedness, traiter may (a) consent to the making of any map or plat of suld property; (b) John in granting any easement or creating any .

CTO DI SSH25. 28.78 L 10628 and that he will warrant and forever defend the same against all persons whomscever. $< \pi i$: :--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 This deed applies to, inures to the benetit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiery 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. Patricia A. Luquire (If the signer of the above is a corporation, use the form of acknowledgment opposite.) IORS 93.490) WITNEISER STATE OF_ STATE OF)ss. County of Personally appeared , 19 end Personally appeared the above named. each for himself and not one for the other, did say that the former is the 4 STATE OF CALIFORNIA, Angeles } ss. COUNTY OF 605 6AFECO 20 April before On V before me, the undersigned, a Notary Public in and for said County and State personally appeared $FCC \downarrow V + Cehler \downarrow 1$. snown 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 1.2 resides at V + V + V; that FOR NOTARY SEAL OR STAMP 1-74) 10 was present and saw PatriciA 6 20 JIV C-(Rev. AL Witness personally known to <u>him</u> t be the person described in, and whose name is subscribed to the within and annexed OFFICIAL SEAL GERALD E. GALEN instrument, execute the same; and that affiant subscribed <u>Mis</u> name thereto as a wilness to said execution. (13.5.) NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY MyCommissionExpires Aug. 25, 1973 Slaple e Signature DATED Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it a res. Both must be delivered to the trustee for concellation before reconveyonce will be m TRUST DEED STATE OF OREGON ss. County of Klamath I certify that the within instrument was received for record on the 19th day of May, 1978 P. Luquire at 3:18 o'clock P. M., and recorded in book N78 on page 10627 or as file/reel number 48622 Grantor SPACE RESERVED FOR Record of Mortgages of said County. Wells Fargo Realty Services Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary AFTER RECORDING RETURN TO Wells Fargo Realty Services 572 East Green Street Wm. D. Milne. Pasadena, California County Clerk. Title 91101 By Screettes & fileth Deputy Atta: K. Stark Fee \$6.00 7213-50732

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