38-48628 TRUST DEED SIA/G-CE TORATION as Tr THIS TRUST DEED, made this U day of_ 201 RAYNOND THOMAS JR. A SINGLE MAN as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Granter irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Lot <u>56</u> in Block <u>A8</u> 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. ∞ ~**2** logether with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of graning herein contained and payment of the sum of Tour TKPULL. beneficiary or order in made by grantor, the final payment of ; incipal and interest thereof, if not sooner paid, to be due and payable. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final mutallinear of such takes by the antipaxable. In the event there is used in event thereof, or any interest thereof is stal, agreed to be sold, concerved, assigned are allocable by the antipaxable. In the event expressed therein, shall become immediately due and payable in the beneficiary's option, all obligations secured by this instrument, unspective of the manually due to the manually due to the manually option. The above described real property is not currently used for agricultural, timber or grazing purposes.
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 To protect the security of this trust deed, grantor agrees:

 To protect the security of this trust deed, grantor agrees:
 To protect preserve and maintain said property in good condition and repair, and may waste of said property.
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 The beneficiary as opport to the expiration of any policy of the beneficiary as therefare and the deliver and procestres as a beneficiary in the beneficiary as therefare and the d pair thereof, may be released to grantor. Such application or nelease shall not sine or waive any default or notice of default hereunder or invalidate any act dome pursuant to such notice. 5. To keep said premiers free from construction liens and to pay all taxes, successments and other shores that may be levied or aversed upon or against said due or delinquent and promptly deliver receipts therefor to beneficiary: should the other charges payed by the taxes, assessments, insurance premiums, liens or other charges payed by any taxes, assessments, insurance premiums, liens or other charges payed by early the taxes, assessments, insurance premiums, liens or other charges payed by early the taxes, assessments, insurance premiums, liens or other charges payed by the start of the taxes, assessments, insurance premiums, liens or other charges payed by early the taxes, assessments, insurance premiums, liens or other charges payed by the start of the taxes, assessments, insurance premiums, liens or other charges payed by early the taxes, assessments, by direct payment, beneficiary may, at its option, make payment theroof, and the amounts so paid, with in the note secured hy this trust deed shall be added to and become a part of the debit secured by this trust deed, without waiver of any rights arising from breach of any of the coverants hereof and for such payments, shall be bound to the same extend that have a start of the advised by the sums secured by this trust deed, band, at the option of the beneficiary, render all sums secured by this trust deed be advised as well as the exponses of this trust deed, but the sums teched by this trust deed. 6. To pay all costs, fees and expenses of the trustee including the cost of title sarch as well as the other costs and expenses of the trustee including the cost of title sarch as well as the other costs and expenses of the trustee including the cost of title sarch as well as the other costs and expenses of the trustee incurred in connection with this obli 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 evidence of title and forectionue of this deed, to aya all costs and expenses, including evidence of title and the beneficiary's or trustees autorney's fees provided, however, in case the suit is between the grantor and the beneficiary on the trustee den the prevailing party shall be entitled to the autorney's fees herein described; the amount of attorney's here appellate court if an appeal is taken. It is mutually acreed that -

If is Multifully agreed that: S. In the series that any period so all of sub-property dual be taken under the series of emission to a solution of the property dual between the green of a so-chest of emission that all of our periods of the property dual between the green of a so-end to the series with that all of our periods of the property dual between the end taking with that all of our periods of the property dual between the expension of the period of the period to period be accomptioned to the expension of the period of the ansatz to period to period be accomptioned to the expension of the independence of the ansatz to period be period between the ansatz of the period between expension of the independence of the device of solution of the encounter obtaining such compensation, promptly upon beneficiary (request). 9. At any time and prior time to time upon writter request of beneficiary, period for the payment of the independence for the other request of beneficiary period for the payment of the independence of this deed and the note for endorsement for period for the payment of the independence, trastee may (a) content to the making of any map or plat of said property; (b) join in granting any easement or creating any

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restriction thereons, (c) join in any subordination or other account affectine this deed or the hen or charge thereoj, (d) reconney, without waranty, all or any part of the property. The grantee in any reconveyance may be downhed as the "person or persons legally entitled thereto," and the recitals therein of any matters or jut is shall be conclusive proof of the runtyhabless thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than 55. 10. Upon any dejault by grantor hereinder, beneficiary may at any time with the notice, either in person, by agent or by a receive to be appointed by a court, and without regard to the adequacy of any security for the indehedness hereby secured, enter upon and take possession of said property or any part thereof, in its own mane unpaid, and apply the same, less costs end expenses of operation and collection, including reasonable attorney's fees milities to paragraph. Thereof upon any including reasonable attorney's fees milities and profits, including those past due and unpaid, and apply the same, less costs end expenses of operation and collection, including reasonable attorney's fees milities and beneficiary may determine.

indebtedness secured hereby, in such order as beneficiary may determine.
11. The entering upon and taking possestion of said property, the collection of such ends, issues and profiles or the propeeds of fire and other misuance pulsaes or supplication or release therefor any stating or damage of the property, and the opplication or release therefor any set done pursuant to such notice.
12. Con default bereunder or invalidation, statil non-pursuant to such notice.
13. The ontering upon and taking possestion of such ends other misuance pulsaes or notice of default bereunder or invalidation, statil mail cure or waise any default or notice of the property and the property is an of the property in the such devices accured hereby modeling they granter in promuse of one pursuant to such notice.
14. The onterfly mendation of any agreement hereider in much times and if the above devicted realy property is currently used for averable of instant and if the above the hereby much is the modelicities at his cleate to much and if the above the hereby mindels, the hereby clear at the tot the trust device in property is currently used for averable to the property of a more and the tot averable of a currently used for averable tot the trust device of all property is the more averable of the tot the trust device of the property is a more applications at the cleate the trust device this trust device the advected by advectisement and all, the hereby the obligations secured hereby, while while while the sub-device shall fit the induce of all property to satisfy the obligations secure thereby the sub-treation hereby is a struct by a sub-treation to will the state device shall fit the induce of is a struct device thereby shall on (RS/S6, 720 to 65, 795).
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sale. Is when insists our binning in granion and henejeener, may purchase at the 15. When insists selfs pursuant to the powers provide herein, trustee shell apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's atterney. (3) to the obligation secured by the truste and (3) that persons having reached by the trustee of the proceed at the proceed at the proceed by the trustee of the proceed at the proceed by the trustee of the proceed at the persons the person of the proceed by the trustee of the proceed by the trustee of the proceed at the person of the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the proceed at the person of the proceed by the trustee of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the proceed by the trustee of the proceed at the person of the pe

Subsequent to the interest of the trustee in the triate dend as their interests may appear in the order or their priority and (d) the signific, if any, to the exactly on the intermediate the order of their priority and (d) the signific, if any, to the exactly on the intermediate the order of their priority of the faw from their more than the transformation of the exactly of an exactly priority of the faw from their more than the transformation of the exactly of the priority of the faw from the event of the site varies of the trans-a material distribution of the transformation of the site varies of the trans-a material distribution of the transformation of the site varies of the trans-a material distribution of the transformation of the site varies of the trans-a material distribution of the transformation of the site varies of the trans-dender of the transfer form and of a paperinterial transformation. Fash such appointment and which into the trust dender of the place of record, which, when recorded in the priperity is material, shell be conclusive proof of prove appointment of the material of the transfer formation.

property is situated, must be conclusive priori of proper appointment of the success inster. 17. Trustee accepts this fruit when this deed, duly executed an Lackowshelder is made a public record as provided by law. Fustien is not obligated to notify a party hereto of pending sale under any other deed of trust or of any laction proceeding in which grantor, beneficiary or trustee shall be a party unless such lacts.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully series in fee simple of said described real property and has a valid, unencombered titled thereto

The Text Deed Act provides that the instea hereender must be either on attorney, who is an active member of the Orecon State for a Song for spinory and form association authorized to do business under the laws of Oregon or the Duited States, at the Instance comparts active member or real property of this state, it is ubsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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: 02:0<u>1</u> 10537 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, execu-tors, personal representatives, successors and assigns. The term be believely shall mean the holder and owner, including piedgee, 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 and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is Day Raymond Thomas or such word is defined in the Truth-In-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation beneficience with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) WITNESSED BY_ (ORS 93,490) Dail DATE STATE OF ____ STATE OF STATE OF HAWAII, Honolulu SS. April 11, 1978 Onthe undersigned, a Notary Public in and for said County and State, personally appeared ____ Michael D. Blasko known to me to be the person whose name is subscribed to the FOR NOTARY SEAL OR STAMP within instrument as a witness thereto, who being by me duly sworn, deposed and said: That <u>he</u> resides at <u>91-923</u> Kalapu St., Ewa Beach, HI he was present and saw Roy Ray and Thomas, Jr. 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>his</u> name thereto as a witness to said execution Signature Ingria С, Kanha 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 noiser of an indeptedness 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 mode. TRUST DEED STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the R. R. Thomas, jr. 19thday of May , 19 78 , at 3:18 o'clock P M., and recorded in book M78 on page 10636 Grantor SPACE RESERVED or as file/reel number 48628 Record of Mortgages of said County. FOR Wells Fargo Realty Services, Inc. RECORDER'S USE Witness my hand and seal of County affixed. Beneficiary AFTER RECORDING RETURN TO Wells Fargo Realty Services 572 East Green Street Wm. D. Pillne Pasadena, California County Clerk 91101 Title By Sinethand Letrich Deputy ATTA: K. Stark Fee \$6.00

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