TA38-1493, Vol. 1178 : 200 10783 TRUST DEED THIS TRUST DEED, made this A FRIC day of_ a Single man TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY FLORA Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: in Block 21 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Lot_ Page 20 of Maps in the office of the County Recorder of said County. Print Barre logether with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with said real estate. Its, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FOB THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSANCE The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and parable. In the event the which described property, or approval of the beneficiary, there is stated above, on which the final installment of said note becomes due and parable. In the event obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, property or the state in the date states expressed therein, or herein, shall become immediately due and payable. expressed therein, or herein, shall become immediately due and payaote.
The above described real property is not currently used for agricultural, timber or gazin

To protect the security of this trust dead, grantor agrees:
To protect, preserve and maintain said property in good condition and sepair, painting or improvement thereon, not to commit or or enouse or demolish any building or improvement thereon.
To complete or restore property and in good and workmanitke manner any and pay when due all costs heired there or.
To complete or restore property in food conduction and sepair, pay when due all costs heired there or.
To complete our setting of the setting or improvement thereon.
To complete our setting property if the beneficiary so requests to join in executing any may require and to pay for fills the beneficiary so requests to join in executing any may require and to pay for fills the beneficiary so requests.
A to provide and continuously continue to time require than enditions and such as the cost of all line setting satist to so damage by fills office or offices, as any a set deemed desirable by the beneficiary and damaged and such other setting and provide and continuously continue to time require than enditions of the setting the setting of the context and provide and continuously of the proper public and provide and continuously of the setting of the context and there days prior to the setting the setting of the setting and provide and continuously of the setting and the context and the context and the setting of the setting and the setting and the setting of the setting and the setting of the setting and the setting and the deliver of the setting and the The above described real property is not currently used for agricultural, timber or grazing purposes To protect the security of this trust deed, grantor agrees: restriction thereon; (c) join in any subordination or other agreement directing this deed or the lifen or charge thereof; (d) reconvey, without warrants, all or any part of persons legally entitled therein, and the recitals therein ary marters or persons tegally entitled therein, and the recitals therein ary matters or jacts shall mentioned in this paragraph shall be not less than SS. 10. Don any default by grantor hereinder, beneficiary may at any time with without equal to the adequacy of any security for the indebtedness herein with and the notice, either in person, by agent or by a receiver to be appointed by a court, and enter upon and the postession of suid property or any part thereof, in its own name unpaid, and apply the same, less costs and profits including those past due and including reasonable attorney's fees subject to paragraph. Thereof upon and indebtedness secured hereby, in such order as beneficiary may determine. indebtedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking possession of sud property, the collection of sector relax issues and profits, or the proceeds of fire and other insurance policies or compensation or release thereof as given and other insurance policies or application or release thereof as given and other insurance policies or application or release thereof as given and other insurance policies on the property is an invalidate any actione pursuant wave and object of the second default by given in payment of any undertedness secured hereby is the invalid of any agreement hereinder, the beneficiary wave declare all soms described real property is currently used for agricultural time or grazing pursues the beneficiary may proceed by law for more face of the invest of and other in the advoce the beneficiary may proceed by law for more face of the invest of any output of the numer provided by law for more face of the invise. However, as a more taken by advertisement and sale. In there over the beneficiary in this frest deed by advertisement and sale. In the face of default and hysice of how for the vesual distribut real property to satisfy the obligations secured here into its of the vesual function of proceed to function of states were the interest of the interest of the interest and proceed to forcelose this trust deed in the more that the state is the mainer of the inter and place of state, give notice thereof as their required by the state of the inter and place of state, give notice thereof as their required by the state of the intervent of the intervent here in the first ideal to the state of the intervent of the intervent and state them intervent intervent of the law is the recorded his while the object in the mainer provided in OKSNS 250 13. Should the beneficiary elect to foreclose the date set by the trustee on the Investigated in the notice of sale, the first deed in the manner provided in OKS/86, 740 to 86, 703.
13. Should the beneficiary elect to foreclose by advertisement and sale then a first default at any time prior to five days before the date set by the traster and the beneficiary or other person so privileged by ORS 88, 701, may have been the beneficiary or other person so privileged by ORS 88, 701, may have been the beneficiary or his successors in interest. Set of the traster amount then the beneficiary or his successors in interest event thereby much and the terms of the trust deed and the obligation such of the trust deed and the obligation of the trust deed and the distribute of the trust deed and the truster. The default of the the sale shall be flat the distribute the truster of the obligation of the truster and the obligation of the truster of the sale shall be the truster of the trust deed and the obligation of the truster of the trus with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the proceeding in which the beneficiary or trustee, and in any suit, action or proceeding in which the beneficiar issue may appear, including any suit for the the beneficiary's or trustee's et orney's fees provided, however, in case the suit is be even the grantor and the 'n efficiary or the trustee then the prevailing party shall be even the grantor and the 'n efficiary or the trustee then the prevailing party shall mention. I in this paragraph' fies herein described, the anount of attorney's fees appellate c. urt if an c. 'e' is taken. Instructs of jact sum or concursive proof of the transjuncess interedy. Any person excluding the trastee, but including the grantor and beneficiary, may purchase at the site.
So the trastee sells pursuant to the powers provided herein, this excluding the trastee and a reasonable cheep by trustee statistics that a constraint of the trastee by trustee statistics that a constraint of the trust deed at the expension of the trust end of the separate statistics of sale to payment of the proves by trustee statistics that a constraint of the trust deed at their methods the obligation sequence of their provided to such a power to the statistic statistics of the trust deed at the provement of the trust deed at the statistic statistics and the surplus. If any, to the sparate the statistic of the trust deed at the statistic statistics are the statistic of the statistic statistics. The statistic statistics are the statistic of the statistic statistics are the statistic of the statistis of the statistic of the stat It is mutually agreed that: 8. In the sum and any partial or all of safe property shall be taken under the set of enumeri domain or condemnation, hencheavy shall have the skiel with so received, to require that all or any portion of the monter earbier as compensation in set of enumeri domain or condemnation, hencheavy shall have the skiel, with the set of the set of the amount required to pay all reasonable costs and expenses and attorney's fees, both in the trist upon any reasonable costs and expenses and attorney's fees, both in the trist upon any reasonable costs and expenses and attorney's fees, both in the trist upon any reasonable costs and expenses and attorney's fees, both in the trist upon any reasonable splited upon the inducted by beneficiary in such proceedings, and the balance obtaining such compensation, promptly upon heneffelary's request. 5. At any time and from time to time depth written request of baneficiary, as of full reconveyance, for cancellation, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating any 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 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 Bur, a cash, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a till insufance company authorized to unsue talle to real property of this state, its subsidiaries, effiliates, agents or branches, or the United States or any agency thereal. NOTE:

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10783 10784 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. 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 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. disclosures. If compliance with the Act not required, disregard this notice, WITNESSED box Trad (the ochlice العالية المحمد المنتخب المحمد الم STATE OF CALIFORNIA, Los ANgeles } ss. COUNTY OF_ 24 Un the undersigned, a Notary Public in and for said County and State, personally appeared Fred U Koeh/er, Jf. personally appeared <u>received to the person whose name is subscribed to the</u> 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 <u>he</u> resides at <u>resides at</u>; that 2-74 FOR NOTARY SEAL OR STAMP (Rev. was present and snw_E(1c Florn personally known to h_{1} to be the person described in, and whose name is subscribed to the within and appreced ¥ (G.S.) instrument, execute the same; and that affiant subscribed his OFFICIA GERALD L. GILLEN ٩Į. 167 191 NOTARY PUBLIC-CALIFORNIA Signature. LOS ANGELES COUNTY My Commission Expires Aug. 25, 1978 TO: 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 berewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the DATED: 19 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 STATE OF OREGON SS. County of Klamath I certify that the within instru-E. E. Flora ment was received for record on the 23rdday of May , 19 78 , at 9:04 o'clock A.M., and recorded in book M78 on page 10753 Grantor SPACE RESERVED Wells Fargo Realty Services Record of Mortgages of said County. FOR RECORDER'S USE Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Wells Fargo Realty Services 572 East Green Street Pasadena, California Wm. D. milne 91101 arta K. Stark County ClerkTitle Brounethas Dieloth Deputy Fee \$6.00