Vol. 78 Page 11080 ×,-TIA 38-15045 199948 TRUST DEED ND day of between THIS TRUST DEED, made this DAUTO A. FINLE 4 INGLE mpr as Grantor. TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described gs: in Block in Lot Page 20 of Maps in the office of the County Recorder of said County. **~**1 HEAL a Syland ani hai bah na herreit nä na Vali mere eri eri antest so incurres, them 1943 1 1 1 1 A way the star in the star Same Teres arrowings Sector Manual Andrews has sheer on every bages the day and your flish above werten 3 in out and house themitalder interitation Doug A. Finley and a second and a second seco A start 3 01.3 together 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 fracting preciment of grantor herein contained and payment of the sum of DIERTY for the rewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith, payable to belong to the terms of a promissory note of even date herewith to be the terms of a promissory note of the terms of terms of the terms of the terms of the terms of the terms of term beneficiery or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable May 1, \_ 19 89 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 payable. In the event that described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or allended by the grantor without first having twitten existent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates pressed therein, or herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, 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 recliais therein of any matters or facts shall be conclusive proof of the truthyliness thereof. Truste's fees for 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 time with due notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, whose not and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured, not order as beneficiary may determine. Including reasonable attorney's fees und expense of operation and collection, indebiedness secured hereby, in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any laking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indebtedness secured hereby or his performance of any agricultand, times or grazing purposes, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortage of the property deed by advertise of of decisions the therefore, the suid described real property is currently used of the inster to foreclose this trust deed in factor on self the said described real property to satisfy the obligations secured hereby, whereupon the suid proceed to foreclose this trust deed in trustee shall execute by advertisement and sale. In the latter event the heneficiary or the trustee shall execute by 68,740.
13. Should the beneficiary elect to foreclose thy advertisement and sale then after default the struct end on other protections to fire days after or other person so privileged by URS S6,740, may pay to the trustee shall such any time prior to fire days hefore that sate shift event the decision the under struster is and expenses of the privile mont and sale then after default the beneficiary elect to foreclose the strust event the decision on a set in the store struster is and expenses actually increased and no the obligation terure due thereby, whereason the due, the beneficiary or the trustees 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 lic beneficiary or trustee may appear, including any suit for the foreclosure of this deed to pay all costs and expenses, including evidence of title and the beneficiary's or rustee's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees herein described; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken. excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, musice shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the instre end a reasonable charge by instee's attorney, (2) to the obligation recured by the trust deed, (3) to all persons having recorded lens subsequent to the interest of the truste in the trust deed a their interest of sale areasonable. The supersons having recorded lens subsequent to the interest of the truste in the trust deed a their interest of the truste in the trust deed as their interest in a super in the order of their priority and (4) the supplus. If any, to the grantor or to his successor or nuccessor to such applient or to any nuccessor to any trustee handed hered or to be any trustee shall be been and without conversion to the subsection of a grant the thered hered there in the trust of the grantor or to any trustee shall be vested with all title, powers and datase containing the appointent in the lattee shall be vested with all title, powers and datase containing the appointent and its place or record, which, which mechanism containing the former of the fourty clerk or flexable of the county or counties in which the property is intuated, shall be conclusive proof of proor appointent of the socetaw when the deed which when any data acknowleaved the trustee. L durs It is multially agreed that: R. In the event that any pointen or wit of said property shall be taken under the right of emission downin or condemnation, beneficiary shall have the right, if it so isolate to require that any pointen or wit of said property shall have the right. If iso-meth taking, which are in excess of the annuar required to pow all reasonable court, expenses and attende's feet necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's feet, both in the trial and applied courts, applied upon the indebredness iscured hereby; and grantor ensure applied upon the indebredness iscured hereby; and grantor agrees, at its own expense, to take zuch actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beinficiary's request. 9. At any time and from time to time upon written request of beneficiary person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of sud property (b) [on in granting (a) consent to the making of any map or plat of sud property (b) [on in granting (a) consent to the making on the indebredness, rustee may (a) consent to the making of any map or plat of sud property (b) [on in granting (b) consent to the making on the indebredness, rustee may (a) consent to the making of any map or plat of sud property (b) [on in granting (b)] It is mutually agreed that: property is situated, shall be conclusive priors of property is structed, runtee. 17. Trustee accepts this frust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending tale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. win. D. Hiller The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully scient in free uple of said described real property and has a valid, unencumbered titled thereto 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 average of the Oregon State Bar, a bank, trust company or savings and lean association authorized to do business under the laws of Oregon or the United States, a life insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency starsof. NOTE: 7213-00756

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(m) 11080 or no ratio 211081 시간 ALL CORE 18.49 and that he will warrant and forever defend the same against all persons whomsoever. STRATE STRATES 11111 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, devisces, 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. David A. Finley WETNOSSED 87.4/22/18 (If the signer of the above is a corporation,  $\leq \frac{1}{2} \sum_{i=1}^{n-1}$ STATE OF CALIFORNIA, COUNTY OF 65 ENgelos SS. 1973 MAY, Î the undersigned, a Notary Public in and for said County and State, personally appeared  $\underline{Kecy}_{PenNN}$ 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  $\underline{heres}_{PenNN}$ the  $\underline{Los}_{Nge/eS}$ ; that FOR NOTARY SEAL OR STAMP 1-74) he (Rev was present and saw DAVID A. .; that Finley personally known to 4.07 to be the person described in, and whose name is subscribed to the within and annexed OFFICIAL SEAL instrument, execute the come: and that affiant subscribed name thereto as a witness to said execution (C.S.) GERALD E. GIVEEN his NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY CommissionExpires Aug. 25, 1978 c.-167 MyCo TO . Trustee 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: Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyonce will be m TRUST DEED STATE OF OREGON 85. County of Klamath I certify that the within instrument was received for record on the 25th day of May , 19 78 , David Finley at ... 10:280'clock A.M., and recorded Grantor in book M78 on page 11080 or as file/reel number 48948 SPACE RESERVED Record of Mortgages of said County. FOR 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 a de des las Pasadena, California 91101 County Clerk Attn: K. Stark Title By Bernetha I heloch Deputy Fee \$6.00