EVEVE 49012 TOT

TRUST DEED

m18 Fage 11157

3.15 B THIS TRUST DEED, made this 9 day of MARCH , 19 78 between Kirkland J. Whittle Jr. & Jenerl H. Whittle, Husband & Wife as tenants by the as Grantor, Transamerica Title Insurance Co., as Trustee, and Wells Fargo Realty Services Inc., Trustee Under Trust No. 7219 as Beneficiary,

i, ringratoris, jimėja 🧎 WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property KLAMATH

County. Oregon described as: County, Oregon, described as:

Lot 17 innRlock 11 OREGON SHORES SUBDIVISION-Tract #1053, in 347 SEG the County of Klamath, State of Oregon, as shown on the map filled on October 3, 1973, in Volume 20, pages 21 and 22 of MAPS in the office of the County proorder of said County.m

LEAST DEED

Be but ture or destroy this frost Deng OR THE NOTE winth it secures. Both mast be delicated in the transmitter succession to

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.

Security FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

tinal payment of principal and interest hereof, if not sooner paid, to be due and payable and payable

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 the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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: PNI

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

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to
join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay to, filling same in the
proper public office or offices, as well as the tost of all lient saferches made
by filing officers or searching agencies as may be deemed desirable by the
beneficiary.

4. To provide and continuously maintain insurance on the buildings

cial Code as the beneficiary may require and to pay lo: 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 may be deemed desirable by the beneficiary.

A To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$\frac{3}{2}\$ to the beneficiary may from time to time require, in an amount not less than \$\frac{3}{2}\$ to the beneficiary with loss payable to the latter; all policies of insurance shall be deivered to the beneficiary as soon as insured; if the grantor shall lail for any reason to prover any such insurance and to deliver said policies to the beneficiary at least lifteen days prior to the expiration of any policy of insurance now or heralter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any tire or other insurance policy may be applied by beneficiary may idetermine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction lens and to pay all taxes, assessments and other charges that, may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges payable by grantor, either by direct baynient or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured by this trust deed, with the obligations described in paragraphs 6 and 7 of this trust deed, with the obligations will be added to and become a part of the debt secured by this trust

nellists court shall adjulge reasonable as the heneliciary's or trustee's alturacy's less on such appeal.

It is mutually agreed that:

It is mutually agreed that:

It is never that any portion of all of sold piophely shall be taken under the light of emilient downline or condemnation, heneficiary shall have the light, it is so elects to require the all so also pation of the movies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily pelid or incurred by genotor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's less, both in the trial and appliate courts, necessarily paid or incurred by beneficiary in such proceedings, and the bulance applied upon the indebtedness secured hereby; and grantor, arces, at its own expense, to, take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may

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(a): consent to the making of any map or plat of said property; (b) join in agranting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lice 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 recitals there in of any matters or lacts shall be conclusive proof of the truthfulness thereof. Trustee's less for any of the services mentioned in this psragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without 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, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and 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 tire and other insurance policies or compensation or swards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or wave any datail, or notice of default hereunder or invalidate any act done pursuant to such rotless.

groperty, and the application or release thereof as alorenid, whall not cure or waive any default 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 in his performance of any agreement hereunder, 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 mortgage in the manner provided by law for mortgage foreclosures. However it said real property is not so currently used, the baneliciary at his election may proceed to foreclose this trust deed in equity as a mortgage, or, direct the trustee to foreclose this trust deed in equity as a mortgage, or, direct the trustee to foreclose this trust deed in equity as a mortgage, or, direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of detault and his election to sell the said described real property to satisfy the obligations secured hereby where-upon the trustee hall its the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 85.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then aiter default at any timo prior to live days before the date set by the trustee for the trustees as set, it is a property of the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trusteed by ORS 86.760, may gay to the beneficiary or his successors in interest, respectively, the entire amount for the due to the trustee of the trusteed and the obligation secured thereby (including costs and expenses actually incurred in en'nicing the terms of the obligation se

surplus. It any to the gentler of to be successor in interest entitled to such surplus.

16. New large resistant partition by law beneficiary may from time to this appoints, a successor in any trustee named herein or to any successor trustee appointed because to any trustee named herein or to any successor trustee appointed because and the successor trustee. He latter shall be vested with all title, jowers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk as Recorder of the special proper appointment of the successor trustee. It trustee is not acknowledged in made; a public record as provided by law. Trustee is not children to notify early party hereto of pending sale under any other deed of trustee of any action; in some party inference of any action; in some of the successor trustee.

NOTE: The Trust Deed Act provides that the flustee hereunder must be either on attorney, who is an active member of the Otegon State Bar, a bank, trust company or savings, and lann association authorized to do business under the lows of Oregon or the United States of any agency thereof.

dully seized in fee simple of and delight	s to and with the beneficiary and those claiming under him
the shalles and the state of th	s to and with the beneficiary and those claiming under him, that he is law ed real property and has a valid, unencumbered title thereto
The second secon	A Company of the Comp
and that he will warrant and lorever de	efend the same against all persons whomsoever.
the thing to see the second of	
The grantor warrants that the proceeds	of the loan represented by the second
buspasses	of the loan represented by the above described note and this trust deed are: mily, household or agricultural purposes (see Important Notice below), into the matural person) are for beginss or commercial purposes office than agricultural
to the bene	of and hinde all
contract secured hereby, whether or not named mesculine gender includes the feminine and the	elit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu- signs. The term beneficiary shall mean the holder and owner, including pledgee, of the as a beneficiary herein. In construing this deed and whenever the context so requires, the meuter, and the singular number includes the plural.
	grantor has hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichen of applicable; if warranty (a) is applicable and the	ver warranty (g) or (b) te
or such word is defined in the Truth-in-Lending A	ct and Regulation Z, the
the purchase of a dwelling instrument is to	be a FIRST lien to finance
equivalent is beautiful.	371988 FORM No. 1306. At 1 1 200 1 2
if the signer of the phoye is a corporation, use the form of acknowledgment opposite.)	JENERL H. WHITTLE
if the signer of the phoye is a corporation use the form of acknowledgment opposite.) STATE OF CALEGON County of Honolulu May 11	(ORS 93,490)
County of Honolulu }es	STATE OF OREGON, County of) 25.
Personally appeared at the	Personally appeared
Kirkland J. Whittle, Jr. and Jenerl H. Whittle	
	each for himself and not one for the other, did say that the former is the
ment to be their voluntary act and	
COENCIAL Before me: voluntary act and SEAL)	deed. of said corporation and that said instrument is the corporate seal half of said corporation by surface was signed and sealed in bether acknowledged said invitation to be its voluntary set and acknowledged.
(SPAE) Franches Reca	them acknowledged said in rument to be its voluntary act and deed. Before me:
Notary Public for Gregor My commission expires: March	Notary Public to Oct.
	7 - W 1
Notary Public Floor Today	oriumation expires.
"Notary Public, First Judicial State of Hawaii"	Circuit
"Notary Fublic, First Judicial State of Hawaii"	Circuit
"Notary Fublic, First Judicial State of Hawaii"	Circuit
"Notary Fublic, First Judicial State of Hawaii"	Circuit REQUEST FOR FULL RECONVEYANCE
"Notary Fublic, First Judicial State of Hawaii"	Circuit REQUEST FOR FULL RECONVEYANCE be used only when obligations have been poid.
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"Notary Fublic, First Judicial "State of Hawaii" The undersigned is the legal owner, and hold trust doed have been fully paid and estistied. You said trust deed or extracted.	REQUEST FOR FULL RECONVEYANCE be used only when obligations have been poid. for of all indebtedness, secured by the toregoing trust deed, All sums secured by said thereby are directed, on payment to versal.
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