

TRUST DEED

1978, between

WITNESSETH:

Lot 39 in Block 22 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.

together with all and singular the tenements, hereditaments and appurtenances, 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 grantor herein contained and payment of the sum of Twenty Eight dollars (\$28.00) to the order of the payee named in the promissory note of even date herewith, payable to

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, 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 hereon, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes

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

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 financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for 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.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in an amount not less than \$_____ written in companies acceptable to the lender, and to deliver to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary at any time as insured; if the grantor shall fail for any reason to place or to renew such insurance and to deliver said policies to the beneficiary prior to the expiration of any policy of insurance then in force at the time of the expiration of any policy of insurance, then the same at grantor's expense shall be placed on said buildings; the beneficiary may at any time cause an insurance policy to be applied by the beneficiary upon any interest of the beneficiary, the entire amount so collected, or any part thereof, to be released to grantor. Such application or release shall not constitute a breach of default or notice of default hereunder or invalidate any act done pursuant to the provisions of this deed.

[illegible]

5. To pay all costs, fees and expenses of this trust including the cost of its search as well as the other costs and expenses of the trustee incurred in connection with this obligation.

[illegible]

It is mutually agreed that:

[illegible]

5. At any time and from time to time upon written request of beneficiary payment of its fees and presentation of this deed and the note for endorsement, release of full reimbursement, for cancellation, without affecting the liability of person for the payment of the indebtedness, trustee may (a) consent to the mortgage of any map or plat of said property, (b) join in granting any easement or creating

restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) receive, 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 therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services to be performed in this paragraph shall be not less than \$5 _____ per hour, any time with

[illegible]

including reasonable attorney's fees subject to paragraph (b) above, and the indebtedness 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 taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or breach of any of the covenants herein contained, and no act done pursuant to such notice.

12. Upon default by grantor in payment of the indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums due hereby immediately due and payable. In such an event and if the above conditions are not satisfied, the beneficiary may sue on and enforce the promissory note.

[illegible][illegible][illegible]

15. When trustee sells pursuant to the powers provided herein, trustee shall 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 attorney; (2) the compensation of the trustee and a reasonable charge by trustee's attorney; (3) the liquidation secured by the trust deed; (4) to all persons having a lien, claim, or obligation secured by the interest of the trustee in the trust deed as such interest may appear in the order of their priority and (4) the surplus, if any, to the grantor or his successor in interest entitled to such surplus.

[illegible]

17. Trustee accepts this trust when this deed is duly executed and acknowledged as made a public record as provided by law. Trustee is not obligated to notify a party hereto of pending sale under any other deed of trust or of any action proceeding in which grantor, beneficiary or trustee shall be a party unless such act or proceeding is brought by trustee.

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 title thereto

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan 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 thereof.

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122808

15269

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 person) 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, executors, 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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Rudy M. Cambou
Rudy M. Cambou
Ruth M. Cambou
Ruth M. Cambou
WITNESSED BY *Ruth M. Cambou*

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } SS.

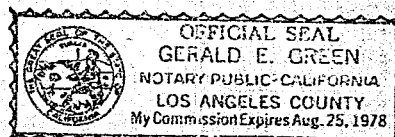
On 14 June, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kerry S. Penn known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at

Los Angeles; that he was present and saw Rudy Cambou & Ruth M. Cambou personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Signature Gerald E. Green



FOR NOTARY SEAL OR STAMP



secured by said trust deed (which are delivered to you 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 made.

TRUST DEED

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Wells Fargo Realty Services Inc.,
572 E. Green Street
Pasadena, CA 91101
KAREN STARK
Trust Services

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath } SS.

I certify that the within instrument was received for record on the 17th day of July, 1978, at 10:44 o'clock A.M., and recorded in book M78 on page 15268 or as file/reel number 51745 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By *[Signature]*

Deputy

Fee \$6.00