51917

MT22.38-15560

THIS TRUST DEED, made this

Esperanza Mantilla, an unmarried woman TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH:

TRUST DEED

day of ____

Grantor irrevocably grants, bargains, seils and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

. of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Lot 60 in Block 2-5 Page 20 of Maps in the office of the County Recorder of said County.

together with all and singular the tenements, hereditaments and and an ances and all other rights thereinto 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 PSKFORMANCE of such agreement of granter herein contained and payment of the sum of FOCM R. THOUSAND ine.

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 to be sold, agreed to be sold, conveyed, assigned or allensted by this runtime without first having the written converts, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, solicent or allensted by the station without first having transfer written converts or approximation of the maturity dates therein, solitered above, or before and by this instrument, irrespective of the maturity dates presed therein, so herein, shall be one immediately due and payable.

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achieved the written convert or apprival of the beneficiary. then, at the beneficiary's option, all expressed therein, or berein, shall become immediately due and purable.
The above described real property is not currently used for agricultural, timber or grazing purposes. To protect the eventy of this trust deed, grantor agrees:

 To protect, preview and meintain said property in good condition and repair: not to remoter or demotism on pulsiting or improvement likereon: not to commit or protect the relative promptly and in good and workmanlike manner any preview and neither beneficiary services and the property in good conditions, and the property when the all costs incurred therefor.
 To complete or relative promptly and in good and workmanlike manner any be constructed, damaged or destroyed herefore, and poy when the all abox, ordinations, covenants, conditions, and the property with distances regulations, covenants, conditions, and to any may require and to pay 100 filling same in the proper public office or offices, as well as the cost of all lien searches made by filling officers or shorthing agreeicas to the staid prometics againtat ons or damage by fire and such totter and stown the staid prometics and policy of insurance and to the staid prometics or the beneficiary at least incurrance and to dray policy of insurance and to the staid prometics againt to such order as beneficiary and policies or the beneficiary and the beneficiary and the beneficiary may from time require and source as beneficiar to the beneficiary and policy of insurance and to the staid premises again to such order as beneficiary in the beneficiary upon any be dereaded by the beneficiary may from of persention of relates and the current or as beneficiary and beneficiary and policy of insurance and to the property incurrent as a beneficiary and policy of any be applied by the beneficiary and policy of thesence and as a beneficiary.
 1. To provide a

interest, and its retracted to genuine out approximation of the set and the set of the

with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the recurity rights or powers of beneficiary or truster, and in any suit, action or proceeding in which the beneficiary or truster may appear, including any suit, action or for a superior of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or truster s attorney's fees provided, however, in case the suit is between the grantar and the beneficiary or the truster then the prevailing party stall between the grantar and the beneficiary or the truster then the prevailing party stall be entitled to the attorney's fees therein described; the amount of attorney's fees appellate court if an appeal of taken.

It is mutually agreed that:

It is multifully agreed that: . In the event that any portion or all of said property shall be taken under the right of entiment domain or comparison of the investity parable as compensative sector of require that all or any portion of the investity parable as compensative scients, in require that all or any portion of the investity parable as compensative scients, and expenses and of the investor required to pay all reasonable works, such taking, which are in exects or the investor required to pay all reasonable works, such taking, which are in exects or the investor required by grantor in such proceedings shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and and the beneficiary in such proceedings, and the balance applied upon the public beneficiary and such bustmenets as shall be necessary in expense, to take such actions non-promptip upon beneficiary's request, obtaining such compension, promptip upon beneficiary's request, obtaining such compared from the to time upon whitten request of beneficary, the such applied upon the busines for another that the one for indoced expland its feet such actions and from the to time upon whitten request of beneficary (see of full reconvergance, for concellation), without affecting the builty of any case of full reconvergance, for concellation, without affecting the builty of any for any map of plat of sud property, (b) join in granting any casement or creating any of any map of plat of sud property, (b) join in granting any casement or creating any the such as the making perconfor the particular from the plates of sud property, (b) join in granting any casement or creating any of any map of plat of sud property, (b) join in granting any casement or creating any such as the such as th

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between

restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without werranty, all or any part of the property. The genome in any reconvey ance may be described as the "person all persons legally estilled therein," 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 mentioned in this purgraph shall be not less that S5. Monthle the truthfulness thereof, the exposited by a court, and due notice, either theream, by agent or by a receiver to be exposited by a court, and due notice, either theream, by agent or by a receiver to be exposited by a court, and without regard to be costession of aid property or any part thereof, in its own name enter upon and default by rent exposite and profits, including those past due and sue or others costession of suc orts and expenses of operation and collection, uncluding reasonable attorney's fees subject to paragraph 7 hereof, upon any including reasonable attorney's new subscription any determine.

including reasonable attorney's fees subject to paragraph 7 hereof upon any indebiedness secured hereby, in such order as heneficiary may determine. 11. The entering upon and taking possession of said property, the cultection of such rents, issues and profits, or the proceeds of fire and other insummer publicies or compensation or awards for any taking or damage of the poperty, and the compensation or awards for any taking or damage of the poperty, and the compensation or awards for any taking or damage of the poperty, and the compensation or awards for any taking or damage of the poperty, and the compensation or awards for any taking or damage of the poperty, and the compensation or release thereof as cforestid, shall not cure or waite any default for its his performance of any agreement hereunder, the heneficiary may declare all sums secured hereby immediately due and payable in taxin all more or grazing purposes, described real property is currently used for experiment on success this trust declare all sums into a currently used, the beneficiary at his excitent to foreclose this trust deed in equity as a mortage or direct the instine to foreclose this trust deed by trust deed in equity as a mortage or direct the instine to foreclose this trust deed by trust deed in equity as a mortage of direct the instine to foreclose this trust deed by trust deed in equity as a mortage of direct the instine to foreclose this trust deed by trust deed in equity as a mortage of direct the instine to foreclose this trust deed by trust deal in Equity to a first monticed default and his election to sell the stild advertisement and sale. In the latter event the beneficiary or the truster shall execute to be recorded his written noticed default and his election to sell the stild extinbed real property to statify the stild deed in the manner provided in ORSIS6. 740 to 86.782. 13. Should the beneficiary edet to foreclose thy advertisement and sale then ruster stall fix the trust deed and the obligation secure thereby such the defa

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 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 assonable charge by trustee's attorney. (2) to the obligation secured by the trust dead (3) to all persons having recorded liens, appear in the order of their priority and (4) the surplus, if any, to the grantor by ta appear in the order of their priority and (4) the surplus, if any, to the grantor by ta is successor in interest priority and (4) the surplus, if any, to the grantor by ta super any the order of their priority and (4) the surplus, if any, to the grantor by ta appear in the order of their priority and (4) the surplus, if any, to the grantor by ta successor is interesting privately by two henefletary near from time to time appoint 10. For any reasons private the vested with all title, powers and duties comfered appointed hereins, the latter shall be vested with all title, powers and duties comfered upon any interact deed and its place of record, which, when recorded in the reference in this rust deed and its place of the comity or counties in which the private of the Charty Clerk or Researches of the county or counties in which the private is thus trust. All the vested with all title, powers and duties comfered upon any interact deed and its place of a county of the successor.

that is, Trastice accepts this trust where it is deck, study executed and acknowledged is made a public record as provided by the Trustee is not obligated to notify any party hereto of pending site under any other circle of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action 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 titled thereto

The Trust Deed Act provides that the trustee hereurider must be either an atterney, who is an active member of the Oregon State Bar, a bank, frust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a tille insurance company authorized to insure tille to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE

<u>2233</u>3 iQV 15534 51017 and that he will warrant and forever defend the same against all persons whomsoever. an she harmon a shift of senared 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), (t) for an organization, or (oven it grantor is a network person) are for business or semaneteial purposes other than agricultural This deed applies to, inures to the benefit of end binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the heider 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 laminine and the nauter, 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 cut, 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 MUSI comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice. X Espiranza Mantilla WItnesser STATE OF CALIFORNIA. COUNTY OF LOS ANGELES ilapla FOR NOTARY SEAL OR STAMP 7-74 he was present and saw Esperanza MANTIA (Rev. (G.S.) Witness personally known to <u>his</u> to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same: and that affiant subcribed <u>his</u> name thereto as witness to said exception. OFFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC-CALIFORNIA NOTARY PUBLIC SCOUNTY LOS ANGELES COUNTY MyCommissionExpires Aug. 25, 1978 c.-167 Signature 00 ten paid TO: Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said Ine undersigned is the legal owner and notaer of all indepletiness secured by the integoing this deed, his suita 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 rnst been have been fully pairs and satisfied. The network are uncered, on payment to you of any sums owing to you didet 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 DATED: Beneficiary Do not lose or costroy this Trust Dood OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON \$5. County of . . Klamath I certify that the within instrument was received for record on the 19th day of July ..., 19 78 ..., at 10:44 o'clock A M., and recorded Grantor in book N78 ... on page 15533... or as file/reel number 51917 SPACE RESERVED 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 Inc. 572 E. Green Street Wm. D. Nilne Pasadena, CA 91101 County Clerk KAREN STARK Title Trust Services ByDenithaDeputy

Fee \$6.00