

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 57 in Block 29 of Tract 1113 Oregon Shores Unit 2 as shown on the map filed on December 9, 1977 in Volume 71
Page 22 of Maps in the office of the County Recorder of said County.

together with all and singular the revenues, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining and the same, issues and profits thereof and of fixtures now or hereafter attached to or used in connection with said real estate.

beneficiary or order and made by grantor, the final payments of principal and interest hereof, if not sooner paid, to be due and payable August 1 1989

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

1. To protect, preserve and maintain said premises in good condition and repair; not to remove or demolish any building or improvement thereon; nor to erect any waste or other structure;

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

3. In compliance with all laws, rules, orders, regulations, covenants, conditions, and restrictions affecting said property, if the beneficiary so requests, to loan in accordance with any financing statement in pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for nothing time in the proper public office or offices, as required by the state of all then existing taxes by filing officers.

4. The trustee and beneficiary maintain possession or the building now or hereafter erected on the said premises against loss or damage by fire and any other cause, and the beneficiary may from time to time return in or on account, not less than _____, the balance payable to the trustee, at the beneficiary's option.

[illegible][illegible]

insured persons shall remain free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said insured persons before any part of such taxes, assessments and other charges become payable or delinquent and promptly deliver receipts therefor to beneficiary, showing the amount paid in full to make payment of any taxes, assessments, insurance premiums, death benefits or charges payable by trustee, either as principal or otherwise.

[illegible][illegible]

To appear in and defend any action or proceeding brought by or against the Trustee or the Trust.

of the attorney or attorney-in-fact, or proceeding purporting to affect the interests of the beneficiary or trustee; and in any suit, action or proceeding of this kind, no formal costs and expenses, including any bill for the beneficiary's or trustee's attorney's fees provided, however, in case the suit is instituted by the attorney or the beneficiary or the trustee that the prevailing party is entitled to the attorney's fees herein, and the costs and expenses of the suit.

posed in this paragraph: "In all cases shall be fixed by the trial court or by the appellate court, if on appeal is taken."

It is mutually agreed that:

in the event that any question in all of the above is not settled by the trial court, the parties agree that the same shall be referred to the trial court for its determination.

[illegible]

...and account's flex, both in the first upon any reasonable
...and incurred by beneficiary in the trial and appropriate points
...the indebtedness incurred hereafter and the balance
...to take such actions and execute such agreements as shall be necessary in
...such competition, principally upon beneficiary's request.
At any time and from time to time, beneficiary may request

...time to time upon written request of beneficiary, for full recovery, for cancellation, without affecting the liability of any for the payment of the indebtedness, trustee may (a) consent to the making map or plot of said property (b) join in granting any easement or creating any

the grantor covenants and agrees to and with the beneficiary and of said described real property and has a valid, unencumbered:

restriction thereon, (c) pass 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 a person legally entitled to the property.

Upon any default by grantor hereunder, beneficiary may at any time without regard to the payment by a receiver to be appointed, sue, either in person or by agent or by a receiver to be appointed, for recovery of the amount due to him under this agreement.

[illegible]

17. The entering upon and taking possession of said property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies or judgments or awards for any taking or damage of the property, and the payment of the same, shall be made to the order of the beneficiary named upon any such order as beneficiary may determine.

12. Upon default by grantor in payment of any indebtedness secured hereby or incurred hereby, beneficiary, in and to the extent of the indebtedness secured hereby or incurred hereby, may declare all sums of principal and interest due and payable. In such an event and if the above beneficiary may, in or to the extent of the indebtedness secured hereby or incurred hereby, may declare all sums of principal and interest due and payable.

may proceed to foreclose the agricultural, timber or grazing purposes, manner provided by law for mortgage foreclosures. However, if said real property is not declared in equity as a mortgage or if the election may proceed to foreclose the agricultural and timber, in the latter event the trustee to foreclose this trust deed by cause to be recorded his written order the beneficiary of the income due to the

13. Should the beneficiary elect to foreclose based on the default in this deed, the beneficiary shall execute and record real property to satisfy the obligations secured hereby, whereupon the deed shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose. This must be done in the manner provided in ORS/SS 740-06.793.

not valid at any time prior to five days before the date on which the advertisement and sale then takes place, the grantor or other person so privileged by ORS 86.762, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due, less the expenses actually incurred in enforcing the terms of the security, thereby including costs of attorney's fees not actually incurred.

Only a fee not exceeding \$50 each; the terms of the obligation and trustee's duties shall not then be affected and no default shall occur, and thereby cure the principal and events of foreclosure proceedings shall be dismissed by the trustee, in whole or in part.

4. Otherwise, the fee shall be held on the date and at the time and place named in the notice of sale. The master may sell said premises, whether in whole or in separate parcels and the proceeds shall be distributed as follows:

...bidder for said forests and shall sell the parcel said property either in one or more lots, payable by the time of sale. Trustee shall deliver to the purchaser a deed in form as required by law conveying the property to the purchaser with any covenants or warranties, express or implied. The recitals in the deed of any part of fact shall be conclusive proof of the truthfulness thereof. Any person making the trustee, but including the grantor.

When trustee sells pursuant to the powers provided herein, trustee shall provide the proceeds of sale to payment of (1) the expenses of sale, including the commission of the trustee and a reasonable charge by trustee's attorney, (2) to the extent declared by the trust deed, (3) to all persons entitled to the proceeds of sale to the grantor and beneficiary, may purchase at the

in the interest of the trustee in all persons having interested items in the order of their priority and of the surplus, if any, to the grantor or to the estate of the grantor, or to such persons.

to the trustee, the latter shall be vested with all title, powers and duties conferred by law upon the trustee herein named or appointed hereunder, each such appointment and the same shall be made by written instrument executed by beneficiary, containing the name of the County Clerk as recorder of record, which, when recorded in the public records of the County, shall constitute a public record.

Trustee accepts this trust when this word, duly executed and acknowledged by a public record or provided by law. Trustee is not obligated to notify any person in which pending case under any other deed of trust or of any

...claiming under him, that he is lawfully seized of the

SECTION 1. The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, or a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title 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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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 for a grantor's business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, leg. reps, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, 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.

Maybell F. Bouie
Maybell F. Bouie

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

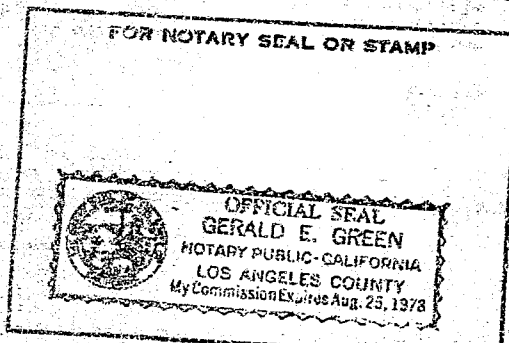
Witnessed by *John J. Moore*
5-15-78

STATE OF _____)
COUNTY OF _____)

STATE OF CALIFORNIA,
COUNTY OF Los Angeles } ss.

On 8 June, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Felix J. Moore 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 he was present and saw Maybell F. Bouie;

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



Grantor hereby does fully warrant and defend the said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (whether or not 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: _____, 1978.

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

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of July, 1978, at 10:50 o'clock AM, and recorded in book 1178 on page 16083, or as file/roll number 52243, Record of Mortgage of said County. Witness my hand and seal of County affixed.

Ed. D. Milne

County Clerk Title

Richard H. Hirsch Deputy

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