

00152253

TRUST DEED

Vol. *M-78* Page **16098**

THIS TRUST DEED, made this 6 day of May, 1978, between

ANNIE E. VANANNE, A SINGLE WOMAN AND EDWARD J. MILLER, A SINGLE MAN, as Trustees and Grantors,
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 KLANATH COUNTY, OREGON, described as:

Lot 28 to Block 27 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 23 of Maps in the office of the County Recorder of said County.

together with all and singular the tenements, hereditaments and appurtenances and all other rights therunto belonging or in anywise now or hereafter appertaining, and the nets, masts and proper rigging 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 service herein contained and payment of the sum of 50.00 1700.52 and

Order, with interest thereon according to the terms of a promissory note of even date herewith, payable to the order of _____, the sum of _____ Dollars, for value received, by _____, the first day of _____, principal and interest, hereof, if not sooner paid, to be due and payable _____ May 25 1981

[illegible]

*Please do not put pressure on our country's law enforcement agencies or the judicial system
to protect the privacy of this citizen's private affairs.*

1. To protect, preserve and maintain and secure in good condition and repair, not to remove or destroy any building or improvement thereon, not to encroach or trespass on any part of said property.

10. In complete and exclusive possession of its good and marketable interest, any benefits or improvements which may be conferred or damaged or destroyed thereon, and so, when due care is taken to protect the same.

[illegible]

A. To provide any continuing or significant insurance on the building(s) owned by the applicant and the other person(s) named in the application.

16. The transfer upon and taking possession of said property, the collection of

to the beneficiary at noon as lasted; if the proper claim has for any reason to become due such insurance and to deliver such policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter

placed on said buildings, the beneficiary shall procure the same at grantor's expense. The amount collected shall not be in any manner a policy may be applied by beneficiary upon any independent second party and in such order as beneficiary may determine or as custom of beneficiary in the amount is collected, or any

[illegible][illegible]

and/or delinquent and promptly deliver same (thereby to beneficiary); about the grantor fail to make payments of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payments or by providing beneficiary with funds with which to make such payments; beneficiary may, as it

13. Should the beneficiary elect to foreclose by advertisement and sale thereof after default at any time prior to five days before the date set for the trustee's sale, the trustee shall be authorized to sell the property and the proceeds of the sale shall be applied to the debt secured by the mortgage and the balance of the proceeds shall be paid to the beneficiary.

secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property heretofore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all monies

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, cashable at the time of sale. Trustee shall deliver to the

7. To appear to and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any such action or proceeding in which the beneficiary or trustee may appear, including any suit for the enforcement of this deed, to defend or oppose the same, and to do all such other things as may be necessary or proper to carry out the intent of this deed.

foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee'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 identified; the granting of attorney's fees excluding the trustee, but including the grantor and beneficiary, may purchase at the grantor's sole.

15. When trustee splits proceeds to the powers provided herein, trustee shall apply the amount of each payment as follows: first, the expenses of said trustee;

mentioned in this paragraph, the all costs shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that:

16. For any reason, including a low beneficiary may from time to time appear

such as "unlawful" use or excess of the company's funds because otherwise the person taking action is in excess of the company's power to pay all reasonable costs, expenses and attorney's fees hereunder and is deemed to be granted no power hereunder and shall be held to indemnify and defend it in suit upon any reasonable

[illegible]

17. Trusting against this year's grain deal, duly executed and acknowledged, is made a private receipt in writing by law. Trustee is not obligated to notify any

of full reconveyance, for consideration, without affecting the liability of any person for the payment of the indebtedness, in any way (a) consent to the making of any 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 those claiming under him that he is lawfully seized in fee

... of said described real property and has a valid, unencumbered title thereto

12 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 life to residents of this state, the superintendent, officers, agents or branches, of the United States or any agency thereof.

300 521

1213-80197

20081

16099

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 pledges, 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: Debits, by listing 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.

Annie E. Yamane
Edw. J. Mullers

Witnessed by Robert R. Cloutier
5-6-78

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

TRUST DEED

STATE OF HAWAII
COUNTY OF

Honolulu

SS.

On May 16, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert R. Cloutier

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, depose and said: That he resides at

94-498 Ala Poni Street, Mililani, HI. that he was present and saw Annie E. Yamane and Edward J. Mullers

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 their name thereto as a witness to said execution.

Signature *Eugene C. Buchanan*

FOR NOTARY SEAL OR STAMP

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, as payee 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:

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

Yamane/Mullers

Grantor

WERS

Beneficiary

AFTER RECORDING RETURN TO

Wells Fargo Realty Services
572 E. Green Street
Pasadena, CA. 91101
Attn: K. Stark

SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 25th day of July, 1978, at 10:51 o'clock A.M., and recorded in book H7B on page 16098 or as file/rat number 52253 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

*By *Shirley A. Hetch**

Deputy

Fee \$6.00