

THIS TRUST DEED made this 10th day of May, 1978, between M. D. BEFFLER & TRUSTEE ~~of~~ PREVIE - LARSON, as Grantor, 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 KLAMATH COUNTY, OREGON, described as:

Lot 6 in Block 22 of Tract 1113-D Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 28 of Maps in the office of the County Recorder of said County.

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Another 100 \$1 and regular the treatments, hereditaments and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the above described property and all fixtures now or hereafter created or in used in connection with said real estate, for the purpose of RECURRING PERFORMANCE of and payment by grantor herein contained and payment of the sum of \$1000.00.

TERMS OF PAYMENT

Beneficiary or credit and ready by grantor the full amount of principal and interest herein, if not sooner paid, to be due and payable July 25, 1982. The date of maturity of the debt secured by this instrument is at a rate, stated above, on which the final installment of said note becomes due and payable. In the event of default, the trustee may, in addition to all expenses hereinabove agreed to be paid, assess and collect all attorney's fees incurred by the trustee without diminishing or affecting the amount of principal or interest secured by this instrument, irrespective of the maturity date.

DEFENSES AND REMEDIES

To protect the security of the debt above mentioned:

- To prevent further and successive transfers of property in said instrument, grantor agrees to contribute in proportionate share of his property.
- To complete or continue ownership and in good and merchantable condition any improvements which may be constructed, repaired or replaced by grantor, but all costs incurred by grantor, will be fully paid by grantor.
- To comply with laws, ordinances, regulations, covenants of restrictions, and restrictions affecting and property if the beneficiary so requires, to keep in existing those parts of boundaries pertinent to the Useable Land, and to do all the beneficial acts that may be required, and pay for labor done in the execution of any orders, directions or instructions made by trustee or trustee's agents, as well as for any other services made by trustee or trustee's agents, as may be required by the beneficiary.
- To provide and maintain insurance on the buildings, structures and improvements on the premises against fire and loss of damage by fire and other hazards, to the satisfaction of the beneficiary, but from time to time require such premium and type of insurance with loss payable to the beneficiary, all policies of insurance shall be delivered to the beneficiary as soon as possible, the premium shall fall for any reason to prevent the same insurance and to obtain such premium to the beneficiary at least annually prior to the expiration of each year of insurance with or before the end of each calendar year, the beneficiary may, upon notice to grantor, cancel the insurance with funds which shall be made available to make such payment, beneficiary need not let his name be included on any policy of insurance, but the beneficiary may, if he so desires, add his name to any policy of insurance, and the amount to be paid with respect to the rate set forth in paragraph 4 and 7 of this instrument, together with the adjustments described in paragraph 4 and 7 of this instrument, shall be added to and become a part of the debt secured by this instrument, without waiver of any rights existing in a branch of any of the insurance companies, and for such payment, with respect to the amount of the premium, the property hereinabove described, as well as the premium, shall be bound to the same extent that they are bound for the payment of the obligations herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall be an option of the beneficiary, who, after notice received by grantor, may demand immediately due and payable and constitute a breach of this instrument.
- To pay all costs, fees and expenses of the trustee, including the cost of time spent at court, the other costs and expenses of the trustee incurred in connection with this obligation.
- To appear in and defend any action or proceeding purporting to affect the security or power of the beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any action by the beneficiary or trustee's attorney, fees provided, however, in case the suit is brought to the attorney's fees herein described, then the prevailing party shall be entitled to the attorney's fees herein described, the amount of attorney's fees mentioned in this paragraph, in all cases shall be paid by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that:

- In the event that any portion or all of said property shall be taken under the laws of eminent domain or condemnation, beneficiary shall have the right, if so elected, to require the all or any portion of the monies payable on this instrument for such taking, which are in excess of the amounts required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor, in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary, in such proceedings, and the balance applied toward the indebtedness, and grantor agrees, at his own expense, to take such actions and execute such instruments as shall be necessary to obtain such compensation, promptly when beneficiary so requires.
- At any time and from time to time upon written request of beneficiary, payment of fee and presentation of this instrument, trustee may endorse the instrument in case of full recoverability, for cancellation, without affecting the liability of any party hereto, pending the result any other deed of trust or of any action or proceeding in which grantor, 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 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, or 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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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, favors 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 contracts 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.

M. D. Brewer
M. D. Brewer

* IMPORTANT NOTICE: Deed, by living or, 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 Registrant by making required disclosures. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use its form of acknowledgement appended.)

(KRS 93.490)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.



17 MAY 1978 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared *Evelyn W. Koehn*,
known to me to be the person whose name is subscribed to the
within instrument, to a witness thereto, who being by me duly
examined, deposed and said, that *she* is the sole
owner of the above described property.

I, *M. D. Brewer*,
personally known to me to be the person described
in and whose name is subscribed to the within instrument
as witness, depose and say, that *I* am a
witness thereto as a witness to said instrument.

Signature: *M. D. Brewer*

FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL
GERALD E. GREEN
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Aug. 25, 1978

Form 17 (G.S.) Witness (Rev. 7-72)
BPA

and 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. All reconveyance and documents to

DATED: 19

Beneficiary

TRUST DEED

Grantor

SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON

ss.

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 N78 on page 16101 or as file/reel number 52255 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

M. D. Milne

County Clerk

Title

Suzanne Stark Deputy

AFTER RECORDING RETURN TO
Wells Fargo Realty Services
572 E. Green St.
Pasadena, Ca. 91101
Attn: Karen Stark

Fee \$6.00