537 69 1 1 A 348 011 1845 Vol. M78 Page TRUST DEED • THIS TELIST DEED, made this 17 day of <u>MCU</u>, 1975, between <u>BASIN</u> <u>CONSTPUCTION</u>, <u>INE</u>, <u>1975</u>, between TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY</u> SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Note the start badicash sundat edt al and a start badicash sundat edt al and and a start b Tor 200 mil Block 200 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Lor _____ BI BIOCK _____ OF HACT HILS-UPEGON Shores-Unit 2 as shown Page 20 of Maps in the office of the County Recorder of said County. e heremand set his finnes the day paid your first above written (Bralesal 27 11.23 Sales day HTAMA DA 1.2. (

Being Relary Ugbli any Nilobledness secured hereby and in such order as beneficiary of the continue of prints of the optimus of himselforms, where the end of the continue of prints of the optimus of himselforms, and the optimus of th

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully scient in jee simple of said described real property and has a valid, unencumbered titled 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 start of servings and Joan association subbridged to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to read property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

law, and proceed to foreclose this trast deed in the manner provided in (RS/S6.740 13. Should the beneficiery elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustnet for the the beneficiery or his successors in intervents and private the time amount provided in (RS/S6.740 after default at any time prior to five days before the date set by the trustnet for the the beneficiery or his successors in intervents as privileged by ORS 86.760 may pay to under the terms of the trust deed und test, respectively, the entire amount inten due, and expenses actually incurred in enforcing the terms of the obligation of the principal and attorney's fees not exceeding S50 each) other than such priving of the principal which we'st all proceedings shall be distinisted by they use the default is a second in the online of sale. The rustner may sell said on the terms of the adjust to marked in the notice of sale. The rustner may sell said on the torset. A default in the online of sale that the inne and place parcel or in separate parcels and that sall the parcel or protectly either in one suchaser its dear cash, payable at the time of ball. Trustee shall deher to the without any coment form as required by law converying the property either to the without any coment of the conclusive proof of the trustnet rust default in the suchaser its dear of the conclusive proof of the trust rest in the deed of any market of fact shall be conclusive proof of the trust rest in the deed of any market in the number of the shall be conclusive proof of the trust rest rust and the default in the suchaser is deed cash and the such such as the parcet of a sale there to the without any coment of the conclusive proof of the trust rest rust and there of any market and the conclusive proof of the trust rest fault in the deed of any market of fact shall be under the parater and be defined to the without any coment of the conclusive proof of the trust rest fault where of any market witho

322. 15. When inisite sells pursuant to the powers provided herein, trustee sells pursuant to the powers provided herein, trustee shall compensation of the trustee and a reasonable charge by thuster's more including the expenses of sele. In charging the reasonable charge by thuster's more including the compensation.

were in proceeds of state to payment to the powers provided herein, trustee shall compensation of the finite and a reasonable charge be reasonable stationary, (2) to the obligation secured by the matter deed, (3) to die virustee stationary, (2) to the subsequent to the interest of the privity and (4) the surplus deed at their interestinany his successive in interest emitted to such surplus. If any, to the grantor we describe the matter of the privity and (4) the surplus. If any, to the grantor we describe the interest emitted to such surplus. If any, to the grantor we describe the interest emitted to such surplus. If any, to the grantor we describe the interest emitted to such surplus. If any, to the grantor we describe the interest emitted to such surplus. If any increase intere-section of newscales a any trustee meaned here and without conveyance to the most surveyance here the shall be visited with all tritle power and duties conferred abstitution shall be midde by witten instrument ender. Each such appointment and efference to this the midde by witten instrument ender. Each such appointment and efference to this the state deed and its place of records which, when recounted in the property is aftuared, there we recorder of the country of the substitution is all be able to a record which, which recounts is which the property is aftuared, there we recorder of the country of substitution is a which which when the substitution is a sub-field on the instite.

aning anied in the es in which the of the successor 4 acknoinsisted. 17. Trustee accepts this trust when this deed, duly executed and acknowle is made a public record as provided by law. Trustee it sol obligated to notify proceeding in which grantor, beneficiary or trustee shall be a party unless such ac or proceeding is brought by trustee.

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1CP81 2933 124 Bry 1 1845% and that he will warrant and forever defend the same against, all persons whomsoever. 人名法加纳姓 化自然性化的 WEALA. I A set the contraction office the reputer street in a This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 terminine 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 aboy 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. onstruct . (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF OREGON, County of KLAMATH STATE OF ____) 85. County of Personally appeared JIM L. MC CLUNG والأرفعت ومتافقات ., 19. and Sar Personally appeared the above named each for himself and not one for the other, did say that the former is the secretary of and acknowledged the foregoing instruand that the seal attized to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary appear and deed, Refore me: કાર નહેલું મુખ્યત્વે કોલ્પોર્ટ તે કે છે છે. Before me: (OFFICIAL SEAL) Notary Public for them acknowledged said instrument to be its voluntary and upon Batore me: Hilliams OFFICIAL Notary Public for OREGON My commission expires: My commission expires: 3-21-81 ASTON STOR REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. in the factor of the second second 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, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to interior, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you berewith 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: Section Beneficiary Do not lots of destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m TRUST DEED STATE OF OREGON \$8. County of Klamath and and the states and they are a state of a she I certify that the within instrument was received for record on the લ્લા અલ્લા ગામ સમય છેટું ગામને સુધી છે. આ ગામને આ ગામને આવ્યું છે. આ ગામને સુધી છે. 21st day of August ... , 19.78 ... , at 10:47 o'clock $\blacktriangle M$, and recorded in book M78 on page 8451 Grantor in book M78 on page 8451 or as file/reel number 53769 SPACE RESERVED A STATE OF THE STA Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE and the standard states and a state of the County affixed. Beneficiary AFTER RECORDING RETURN TO Wells Fargo Realty Services Inc Wm. D. Milne 1 1572 E. Green Street Pasadena, CA 91101 County Clerk KAREN STARK By Dernetha Adeloch Deputy Trust Services 2818L 67 Fee \$6.00