

78, between

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TRANS-AMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

WINESTOCK

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

Unit 57 in Block 24 of Tract (III) Oregon Shores Unit 2 as shown on the map filed on December 9, 1977 in Volume 21 of the Plat of Records in the office of the County Recorder of said County.

[illegible]

For the sum of Forty nine hundred and \$ 49.00 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the order of the undersigned, or assign hereof, at or after said, to be due and payable August 16, 1988.

[illegible][illegible][illegible][illegible]

11. The making upon and taking possession of real property, the collection of rents, profits and proceeds of fire and other insurance policies and the sale of real property, shall be deemed to be the exercise of the power of eminent domain by the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Los Angeles, California, this 12th day of May, 1967.

the trustee, and the trustee shall have the right to sell the property in whole or in part, and to convey the proceeds of such sale to the beneficiary, and to exercise all other powers which may be necessary or proper to carry out the purposes of the trust. The trustee shall also have the right to borrow money on the security of the property, and to execute all other powers which may be necessary or proper to carry out the purposes of the trust. The trustee shall also have the right to execute all other powers which may be necessary or proper to carry out the purposes of the trust.

any and all claims, demands, damages, losses, costs, expenses, attorney's fees and other charges, including reasonable attorneys' fees, that may be asserted against or incurred by the undersigned in connection with this agreement, shall be paid by the undersigned to the lender, and shall not be a charge against the property described herein. The undersigned shall be responsible for the payment of all taxes, including property taxes, that may be assessed against the property described herein, and shall not be a charge against the property described herein. The undersigned shall be responsible for the payment of all other charges, including utility bills, that may be assessed against the property described herein, and shall not be a charge against the property described herein. The undersigned shall be responsible for the payment of all other charges, including utility bills, that may be assessed against the property described herein, and shall not be a charge against the property described herein.

[illegible][illegible]

10. The grantor hereby covenants and warrants that he is the sole and lawful owner of the above described property and that he has the right to convey the same. He further covenants and warrants that the property is not subject to any lien, mortgage, or other encumbrance, and that he has the right to convey the same free and clear of all such liens, mortgages, or other encumbrances. The grantor further covenants and warrants that he has the right to convey the same free and clear of all such liens, mortgages, or other encumbrances, and that he has the right to convey the same free and clear of all such liens, mortgages, or other encumbrances.

15. When transferor sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of the debt(s) listed below, including:

(1) To pay the principal and interest due on the debt(s);

(2) To pay the costs of collection;

(3) To pay the costs of legal fees and expenses incurred by the trustee in connection with the enforcement of its duties under this trust agreement; and

(4) To pay the costs of administration of the trust.

If the proceeds of sale are insufficient to satisfy all of the above, the trustee shall distribute the balance of the proceeds to the grantor or beneficiary, as applicable.

70. In the event that the donor dies prior to the date of the deed, the donor's estate shall be deemed to have made the deed, and the deed shall be deemed to have been made by the donor's estate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation, this 11th day of May, 1961.

I, _____, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as same appears in my office.

Dated at _____, this _____ day of _____, 19____.

Clerk of said County.

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said court.

Clerk of said Court

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in simple of and described real property and has a valid, unquestioned title thereto

[illegible]

7213-80255

TRUST

20185

and that the wife, woman and her heirs defend the same against all persons whomsoever.

The trustee warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a) monies for the grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) monies for the 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, legatees, devisees, administrators, executors, 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 feminine 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: Before, by signing out, who hereby warrants (a) or (b) in each qualification it was only set in 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.

Mickey M. Franklin

witnessed by *Chris Hanson*
(12417)

If the signer of this document is a corporation, use the form of acknowledgment appropriate.

NOTES TO FILER

STATE OF _____

STATE OF _____, County of _____, ss.

County of _____

Personally appeared _____

and _____ who, being duly sworn,

STATE OF HAWAII,

COUNTY OF _____ Honolulu

ss.

July 18, 1971

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

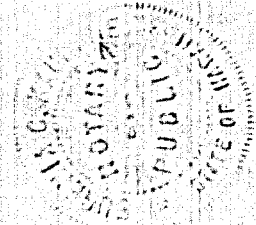
known to me to be the person whose name is subscribed to the within instrument as a witness, and who being by me duly sworn, deposed and said: That he resides at _____

39-379 Makana Road, Haleiwa, HI that _____

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 transaction.

Signature *Eugene C. Buchanan*

FOR NOTARY SEAL OR STAMP



and trust deed or pursuant to statute, to said parties and to their heirs, assigns and assigns, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Make necessary and documents to _____

DATED: _____

19 _____

Beneficiary

The last here or within this Trust Deed or Note, which it secures, shall 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 13th day of September, 1978, at 10:51 o'clock A.M., and recorded in book 478 on page 20184 or as file/deed number 54863. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By *Barbara Skelch* Deputy

WORTHINGTON SERVICES INC.
170 E. Main Street
Pasadena, CA 91101
KAREN STARK
Title Secretary

Fee \$6.00