

STREET - 16107

THIS TRUST DEED made this 8 day of July 1978 between Lawrence E. Neuzen and Mary A. E. Neuzen husband and wife jointly by the TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, conveys, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

Lot 24 in Block 27 of Tract 111 Oregon Shores Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County.

together with all and singular the benefits, franchises, rights and appurtenances and all other rights thereto belonging or in anywise now or hereafter accruing, and the same to be held to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of such agreement of transfer herein contained and payment of the sum of Forty Five Hundred Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to

beneficiary of order and made by grantor, the first day of January in the year aforesaid, and which said installment of said note becomes due and payable. In the event

the above described real property is not currently used for the purpose of this trust deed, the trustee shall have the right to sell the same and to convey the proceeds thereof to the beneficiary.

The trustee, however, shall have no obligation to sell the same unless the beneficiary shall have first notified the trustee in writing of its intention to do so and shall have first paid to the trustee the amount of any taxes, assessments, charges, interest, and other obligations which may be due on the property.

The trustee shall have the right to sell the property if the beneficiary shall be in default of any of the obligations herein provided for and if the beneficiary shall not have paid to the trustee the amount of any taxes, assessments, charges, interest, and other obligations which may be due on the property.

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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 personal, family, household or agricultural purposes (see Important Notice below); (b) for use of purchase or lease of real or personal property 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 pledgee, of the instrument 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 Before, by filing out, whichever necessary (a) or (b) is not applicable, if necessary (a) is applicable and the beneficiary is a trustee or such word is defined in the Trust-Indenture 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.

James H. Hanz
Juanita F. Hanz

witnessed by *Chris Hanson*
July 8, 1978

(If the signer of the above is a corporation, and the form of acknowledgment applies.)

ORS 31.450

STATE OF _____) STATE OF _____ County of _____) ss.

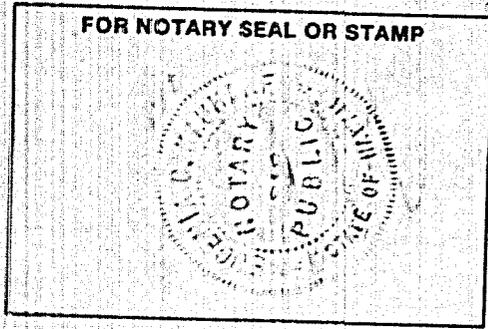
STATE OF HAWAII, }
COUNTY OF Honolulu } SS.

On July 13, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hanson

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 59-379 Makana Road, Haleiwa, HI that he was present and saw Lillian F. Heinzen and Juanita F. Heinzen

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 said he subscribed their name thereto as a witness to said transaction.

Signature: *Lillian F. Heinzen*



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 certain, to cancel all indebtedness secured by said trust deed (which are delivered to you hereunto together with said trust deed) and to return, without cost, to the parties designated by the terms of said trust deed the instruments held by you under the same. All books, papers and documents to

Beneficiary

If you have an existing Trust Deed OR THE NOTE, it remains, both, and to be returned 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 18th day of September, 19 78, at 10:56 o'clock A.M., and recorded in book M78 on page 20551, or as file/reel number 55099, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

Benedict J. Stock

Deputy

Alberto Gango Beath
572 E. Green St
Principles Laguna
Orange, California