

THIS TRUST DEED made this 28th day of July, 1978, between GARY E. MILLETTE, a single man, and Millette Investments, ESTIMATES, 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, hereunto by power, hereby sells and conveys to Trustee as trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 3 in Block 174 of Tract 111 Oregon Shore Tract 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.

That the sum of Five Thousand (\$5,000.00) Dollars, or the equivalent thereof, shall be paid to the Beneficiary as a loan, with interest at the rate of 10 percent per annum, payable August 10, 1989.

The above described loan is not currently made in full, but is to be paid in full by the Beneficiary on or before the date of maturity of the loan.

The Beneficiary shall pay to the Trustee the principal and interest on the loan as and when due, with interest at the rate of 10 percent per annum, payable August 10, 1989.

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noted that he will warrant and 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 the improvement of (inserted) land is a natural person and for business or commercial purposes other than agricultural purposes.

This deed applies to money to be lent to and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The party 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 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 signing and which ever warranty (a) or (b) is not applicable, if warranty (a) is applicable, and the beneficiary is a creditor or such word is claimed in the Uniformed and Regulations 2, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act and Regulation is required, disregard this notice.

If the purpose of this deed is to secure a loan, the name of the lender must be stated.

Fernand Malette
Fernand Malette
Gary Earl Malette
Gary Earl Malette

Witnessed by Michael R. Green 7/28/78
STATE OF _____ County of _____ ss.
Personally appeared _____ and _____

SIGNATURE OF _____
County of _____

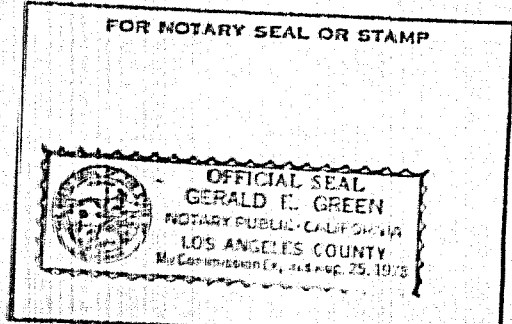
STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

on 2 August, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael R. Green, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, and a being by me duly sworn, deposed and said: That he is the owner of Los Angeles and that Fernand Malette and Gary Earl Malette are his sons.

He was present and saw Fernand Malette and Gary Earl Malette personally known to him as the persons described in the within instrument and whose names are subscribed to the same, and that said Michael R. Green is a witness to said instrument.

Signature Michael R. Green



If set forth in writing this Trust Deed shall be null and void, and the parties hereto shall be released from the burden of contribution before any monies will be made.

TRUST DEED

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 19th day of September, 1978, at 10:40 o'clock A.M., and recorded in book M78 on page 20632 or as filed number 55133.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

W. D. Milne
County Clerk Title
By Michael R. Green Deputy

Fee \$6.00

will be recorded
578 E. Green St
Seaside, Oregon 97138
at the Klamath