

THIS TRUST DEED made this 1 day of August, 1978, between Robert M. Sturdy Sr. and Rhoda M. Sturdy, HUSBAND AND WIFE, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

INVESTMENT

For and to have in power, heirs, and assigns to transfer in trust, with power of sale, the property in Klamath County, Oregon, to wit:

Page 32 of Map in the 15 of Town 111S Oregon Shows Unit 2 as shown on the map filed on December 9, 1977 in Volume 21.

[illegible][illegible]

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representative thereon, its part in any subordination or other agreement affecting the deed or the lien or charge thereof, (f) receives, without warranty, all or any part of the proceeds of the sale of the property, and (g) is not a partner or joint venturer in the property. The phrase in any conveyance may be deleted at the "person or persons" in the preceding sentence.

10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person by agent or by a receiver to be appointed by a court, and without any requirement of advertisement, cause the income hereby set apart to enter upon and take possession of said property or any part thereof, in its own name or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection

[illegible]

11. The entire principal and interest on the loan shall be secured by a first mortgage on the property described in the first paragraph of this instrument, and the proceeds of the sale of the property shall be applied to the payment of the principal and interest on the loan. The lender shall have the right to foreclose on the property in the event of default of the borrower. The borrower shall be responsible for the payment of all taxes and insurance on the property. The borrower shall be responsible for the maintenance and repair of the property. The borrower shall be responsible for the payment of all other charges and expenses incurred in connection with the loan. The borrower shall be responsible for the payment of all other charges and expenses incurred in connection with the loan. The borrower shall be responsible for the payment of all other charges and expenses incurred in connection with the loan.

[illegible]

14. Thereafter, the sale shall be held on the date and at the time and place designated in the order of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder, for cash, payable at the time of sale. Trustee shall deliver to the

[illegible]

13. When trustee sells pursuant to the power provided herein, trustee shall apply the proceeds of said (1) payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the satisfaction of any liens or mortgages on the property, (3) to the satisfaction of any other debts or obligations of the estate, and (4) to the satisfaction of any other debts or obligations of the estate.

[illegible]

34. Hereinafter referred to by law beneficiary may from time to time appoint a substitute for himself or any, further named herein or to any successor trustee appointed hereunder, upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred

[illegible][illegible]

in order to make a public record as provided by law, Trustee is not obligated to notify any party bearing or purporting to bear under any other deed of trust or of any action or proceeding in which a unit or Beneficiary or trustee shall be a party unless such action or proceeding is brought by Trustee.

The Government has no intention of releasing him until he is lawfully seized in force of a warrant.

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[illegible][illegible]

7213-00970

21145

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 the personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (c) (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, and for 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 mortgage 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, 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 any, whichever, warranty (a) or (b) is not applicable, if warranty (a) is applicable and the beneficiary is a creditor or such words is defined in the Subordination Act and Regulation 2, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act and Regulation is required, this notice.

Robert N. Sturdy Sr.

Robert M. Sturdy
1 August 1978

For the purpose of this document, it is hereby stated that the above named person is the owner of the property described in the above described instrument.

STATE OF

1978 105 4802

STATE OF _____ County of _____

Personally appeared _____

and

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On 8 August, 1978 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steve Irving 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 Los Angeles.

He presented and to Robert N. Sturdy Sr. that Robert M. Sturdy 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 Robert M. Sturdy subscribed his name thereto as a witness to said execution.

Signature Gerald E. Green

Mag. 167 (G.S.) Witness (Rev. 7/74)



FOR NOTARY SEAL OR STAMP



DATED: _____, 19____

Beneficiary

This deed does not constitute this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

STATE OF OREGON } ss.

County of Klamath

I certify that the within instrument was received for record on the 25th day of September, 19 78, at 10:53 o'clock AM. and recorded in book 478 on page 21144 or on file/roll number 55484.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Samuel S. Smith Deputy

Fee \$6.00