

THIS TRUST DEED, made the 4th day of August, 1978, between Edward David Lechner, husband and wife, as Grantor, and Charlene Weldon Weeks, husband and wife, as Grantor, Transamerica Title Insurance Co., Wells Fargo Realty Services, Inc., a California Corporation, Trustee, as Trustee, under Trust No. 7219.

WITNESSETH:

Greater irrevocably grants, begins, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

Lot 12 in Block 5 Ocean Shores Subdivision Tract 1053, in the County of Klamath, State of Oregon, as shown on the Map filed on October 3, 1973 in Volume 20, Pages 21 and 22 of Maps in the office of the county recorder of said county.

which said described real property is owned therefrom, together with all and singular the rents, issues and profits therefrom and all other rights thereunto belonging or in any manner appurtenant, and the rents, issues and profits thereof in and to all fixtures, furniture and personalty of every kind and nature whatsoever and to all buildings and improvements which may now or hereafter be constructed thereon, and may herein be called "the Property".

FOR THE PURPOSE OF SUCH PAYMENT of each payment of grantor herein contained and payment of the sum of \$466.53

thereof, owing to the trustee of a beneficiary, or otherwise, by a power of attorney executed at the time of the making of this trust deed, or for other sums payable,

It is agreed that whenever all debts, taxes, expenses, fees, expenses, costs and other charges which may now or hereafter become due and payable in respect of the Property shall fail to be paid when due, the same shall be paid by the grantor and his wife, and if the same shall be unpaid after three (3) days from the date of demand, the grantor and his wife shall, at their own expense, hire and maintain a receiver and receiver shall collect and apply the amount due and pay over the same to the trustee for distribution among the beneficiaries and if any amount remain, the same shall be applied to the principal of this trust deed, and if any amount remain, the same shall be paid to the grantor and his wife, or if they shall die or become incompetent, to the person or persons next in line of descent. In the event the grantor and his wife shall die or become incompetent, the remaining assets of the estate shall be distributed among the beneficiaries and the grantor and his wife, or if they shall die or become incompetent, to the person or persons next in line of descent.

In the event all expenses and other charges which may now or hereafter become due and payable in respect of the Property shall fail to be paid when due, the same shall be paid by the grantor and his wife, and if the same shall be unpaid after three (3) days from the date of demand, the grantor and his wife shall, at their own expense, hire and maintain a receiver and receiver shall collect and apply the amount due and pay over the same to the trustee for distribution among the beneficiaries and if any amount remain, the same shall be applied to the principal of this trust deed.

If it is at all possible and before any action is taken on the part of the trustee, the grantor and his wife, or if they shall die or become incompetent, shall offer all sums required for the payment of the principal of this trust deed,

At the time of sale, or before the trustee, or before any action is taken on the part of the trustee, the grantor and his wife, or if they shall die or become incompetent, shall offer all sums required for the payment of the principal of this trust deed,

The grantor and his wife, or if they shall die or become incompetent, shall offer all sums required for the payment of the principal of this trust deed, and if the same shall be unpaid after three (3) days from the date of demand, the grantor and his wife, or if they shall die or become incompetent, shall offer all sums required for the payment of the principal of this trust deed,

If it is impossible to do so, the grantor and his wife, or if they shall die or become incompetent, shall offer all sums required for the payment of the principal of this trust deed, and if the same shall be unpaid after three (3) days from the date of demand, the grantor and his wife, or if they shall die or become incompetent, shall offer all sums required for the payment of the principal of this trust deed.

The grantor covenants to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said

described property, and in grantor, his heirs, executors, administrators and personal representatives, and in his wife, and in his wife's heirs, executors, administrators and personal representatives, and in any other person or persons having an interest in the property, or in any title or interest in the property.

The grantor and his wife, or if they shall die or become incompetent, shall make no claim against the trustee for any sums paid by the trustee, or any other person, or any persons holding an interest in the property, or in any title or interest in the property.

TERMINATION OF THIS TRUST DEED upon performance of each payment of grantor herein contained and payment of the sum of \$466.53

Dollars, with interest thereafter, accrued, payable to beneficiary or order and made by grantor, the first payment of principal and interest in full, at and when paid, to be then unpaid payable,

, 19

in case of full nonpayment, by cancellation), without affecting the validity of this trust deed or the payment of the indebtedness, trustee may (a) cancel or rescind any part of this trust deed or make any restriction thereon, (b) join in any subdivision of or other agreement affecting the described real estate or change the title thereto, without a warranty, all or any part of the property. The grantor and his wife, or if they shall die or become incompetent, may be described as the "person or persons having an interest in the property", and the records thereof of any matters or facts shall be considered part of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not be less than \$5.

If any debt or by grantor hereunder, beneficiary may at any time cancel, release, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for such debt, or by a receiver appointed under ORS 82.510 et seq., or any other means that may be otherwise provided, on my sole motion, and may otherwise collect the rents, issues and profits pertaining thereto for and behalf, and apply the same, and the costs of collection and enforcement, including reasonable attorney's fees and other expenses incurred thereby, and in such order as beneficiary, grantor determines.

11. The entering upon and taking possession of said property, the collection of rents, issues and profits, or the proceeds of land or other property or improvements or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or remove any defect or cause of default hereunder or render any act done thereto valid.

12. If any default be present in payment of any indebtedness secured hereby or by performance of any agreement hereunder, the beneficiary may declare all sums secured thereby immediately due and payable. In such an event thereafter, if the trustee may present to foreclose this trust deed in equity as a mortgage in the manner provided by law, for mortgage foreclosures or otherwise to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be executed the original note of debtors and has election to sell the said described real property to satisfy the obligations named hereby, whereupon the trustee shall, at the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided in ORS 82.240 et seq.

13. After default or any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by law may, if he will, pay on the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the other amounts thereto including costs and expenses actually incurred in the performance of the obligations and trustee's and attorney's fees not exceeding \$100 each, other than such portion of the principal as would not then be due and on demand incurred, and thereby cure the default, in which event all subsequent proceedings shall be discontinued by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice 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 purchaser as deed as form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The results of the deed of any matter of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. Where trustee acts pursuant to the powers provided herein, trustee shall apply the proceeds of sales as follows: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the indebtedness secured by the trust deed; (3) to all persons having interest in the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor or to his successors in interest entitled to such interest.

16. The last tenant permitted by law, Successor may from time to time appoint or nominate or successors to any trustee named herein or to any successor or to any trustee appointed, the latter shall be vested with all title, property and other rights and interests, in the property or any part thereof, and the same may be held in fee simple or in any other manner, and substitution shall be made by written instrument executed by the Successor, continuing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged to made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTICE: This Trust Deed has provisions that bind me or my heirs, executors, administrators and personal representatives under the laws of Oregon or the United States, or a title insurance company authorized to do business in Oregon.

It is my intent that the other an attorney, who is an active member of the Oregon State Bar, a bank, trust company or title insurance under the laws of Oregon or the United States, or a title insurance company authorized to do business in Oregon, accept it.

729-457

and that he will warrant and

serve, defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the bank represented by the above described note and this trust deed are:
 (a) primarily for personal household, family, household or agricultural purposes (see Important Notice below),
 (b) for the organization of non-agricultural commercial purposes other than commercial purposes other than agricultural purposes.

This deed applies to, between (i) the Beneficiary of said bank, 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 referred to herein, whether or not so named on a beneficiary form. In considering this deed and whenever the context so requires, the masculine gender includes the feminine and vice versa, and the singular number includes the plural.

IN WITNESS WHEREUPON, the grantor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Deed, by filing and recording of signature and its apostille or notary seal or notary stamp, is delivered to the Beneficiary in accordance with the Notary Public Law of the state of California. Not this grantor, if this instrument is a recording, or the holder of the instrument, or any other person, may file this instrument with the Recording Office.

WITNESSED

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

on the 11th day of Sept
2000, by witness Edward
Cline Weeks

To the person(s) whose names
are the witness instrument and witnesses
witnessed the same.

WITNESS my hand and signed under

Signature

Vincent A. Longo

County Clerk

Wells Fargo Realty Services

TRUST DEED

Weeks

STATE OF OREGON

I certify that the within instrument was received by me on the 25th day of September, 2000, at 2:30 o'clock P.M., in book #78 on page 350, as file number Record of Mortgages of said County, witnessed my hand and seal, County affixed.

M. D. Mine

County Clerk

Edward Cline Weeks
Deputy

Fees \$6.00

Upon recording mail to:
Wells Fargo Realty Service
572 E. Green St.
Pasadena, California 91101
Attn: Karen Stark

Attn: Karen Stark

RECEIVED FOR FILING RECORDATION
To be used only when obligations have been paid.

To:

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 were held for the benefit and protection of the grantor. If any sums remain owing to you under the terms of said trust deed or pursuant to statute, it is agreed that all evidence of indebtedness secured by said trust deed (which are delivered to you beneficially together with said trust deed) shall be delivered, without warranty, to the parties designated by the terms of said trust deed the undersigned and documents in the possession of the undersigned.

In P.R.

Beneficiary