Vol. M78 Page 21976 56021 THIS TRUST DEED, made this ______ 1741 day of _____ AUGUST ______ 19 78, between DERNIARO J. BACHMETER AND MARTE M. BACHMETER, HUS BAND, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. TRUST DEED Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Edit 26 In Block 25 of Tract 1113-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. notifies and reaction bet and the day and reacting and reacting 12 tel en del destative de la company (2) on (3), which we can be a set of a refusion of a participation of large set and 1 operations of an established by cost produces of a restablish of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a set of a set of a restablished by a which and the second Sernard J. Bachmeler 2 35 FEUS beneficiary or order and made by grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable <u>October 15</u>, 1989 Internet in assertious, property, or any part interest, or any interest internet is and, gerter to be obtained, the written consent or approval of the beneficiary, is option, all expressed therein, or herein, shall become immediately due and payable.
The above described real property is not currently used for agricultural, timber or grazing purposes.
The protect the security of this trist deed, grantfor agrees.
To protect, preserve and maintain said property is good condition and repair.
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To complete or restore prompily and in good and workmanitke manner any be constructed, damaged or destroyed thereon.
3. To complete or restore prompily and in good and workmanitke manner any berts of the beneficiary so requests, to join in executing due not in the source of destroyed thereon.
3. To complete or restore prompily and in good and workmanitke manner any including or improvement witcurred therefor.
3. To complete or restore prompily and in the proper public office or offices, and any when due all continuously maintain to the Uniform Comparise conditions and pay when due all lens sections made by films officers or searching agencies as including well as the cost desirable by the beneficiary.
A. To proted on the said premises against inter require in an anount not destroyed thereafter proters the beneficiary may procure the samate agent or or any source the scientary may procure the samate as anount not cure or any such instance conductions of the excitation of any projects of the scientary may procure the samate as a mount not cure or any such instance on the scientary may procure the samate as a continuous or as ball for the excitation of any projects or science of any scient instance on the instance of the profesion of the excitation of any project or as ball for for any scient instance on t restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of othe property. The grantee in any reconveynee may be described as the "person or he property. The grantee in any reconveynee may be described as the "person or conclusive proof of the truthfulness thereof. Trustee's fees for any of the services be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be no hereunder, beneficiary may at any time with due notice, either in person, by agent or security for the indebtedness the so we accurd, and thout regard to the adequacy of any property or any part thereof, in its own name enter upon and take passession of sail property or any part thereof, and a collect the rents, issues and profits, including those part due and sup of and apply the same, less costs and expenses of operation and collection, and apply the same, less costs and expenses of operation and collection indebtedness secured hereby, in such order as beneficiary may determine. indebtedness secured hereby, in such order as beneficiary may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or application or release thereof as a foresaid, such and to cure or waive any default or application or release thereof as a foresaid, such and to cure or waive any default or application of release thereof as a foresaid, such and to cure or waive any default of application or release thereof as a foresaid, such and the cure or waive any default or application or release thereof as a foresaid, such and the cure or waive any default or application or release thereof as a greenenth hey and the discover of the property, and is performance of any agreementh hey audit, the beneficiary may define above described real property is currently used for agricultural, timber or graing purposes, described real property is currently used for agricultural, timber or grains purposes, described real property is currently used for agricultural, timber or grains purposes, the beneficiary may proceed to forelose this trust deed in equity, as a mortgage in the default and the property is a different or direct the trustset of oreclosed his trust deed by mait deed in equity as a mortgage or direct the trustset of oreclose this trust deed by trust deed in equity as a mortgage or direct the trustset of oreclose the statil execution advertisement and sate. In the latter event the beneficiary or the trust may have the shall executed and cause to be recorded its aristy. the obligations secured hereof as then required by trustee shall fix the time into a satily the obligations secured hereof as then required by trustee shall fix the time time and base of sate, five notice thereof as then required by they proceed to foreclose this trust deed in the manner provided in ORSI86.740 to 86.795. 13. Should the beneficiary cleet to foreclose by advertisement and sale them bein dieterviewon any indebiedness de lineary, diegentier amount 30 Collections and any indebiedness period of the application or release shall not caure or providente, or any be released to granut. Such application or release shall not caure or thereof, may be released to granut. Such application or release shall not caure or the such notice. In the such a such notice of default hereinder of the such as any to pay all taxes. The form construction itens' and to pay all taxes. The such notice. In the such a such notice of default hereinder of the such as a such notice. In the such a s 6. To pay all costs fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with this obligation. If 0.33 MO is the proceeding purporting to affect the proceeding in which the incurrence of the incurrence of the incurrence of the and proceeding in which the the bay all costs and expenses including evidence of title and proceeding in which the incurrence of the incur property balance accepts this trust when this deed, duty executed and acknowledge 17. Trustee accepts this trust when this deed, duty executed and acknowledge is made a public record as provided by law. Trustee is not obligated to notify a party hereto of pending take under any other deed of trust or of any action proceeding in which grantor, heneficiary or trustee shall be a party unless such act or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered titled thereto The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregoi State Bar, a benk strust company or savings and loan essociation authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. -498

Fee \$6.00

56021 SOCON STATES 21977 ta ing din 1520 2534 and that he will warrant and forever defend the same against all persons whomsoever. 计算术转载计算机 网络哈拉马马拉拉马拉拉马拉马拉马拉马拉马拉 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, tamily, household or agricultural purposes (see Important Notice below), (b), for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural is a natural person. _ouroe This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 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: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is 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. ard J. Bachmeier (If the signer of the above is a corporation, use the form of acknowledgment apposite.) (ORS 93.490) STATE OF STATE OF. County of ... Personally appeared STATE OF CALIFORNIA, COUNTY OF LOS ANGELES SS. Ê 31 August, 1978 -la before On 3/ 5/ 10 before me, the undersigned, a Notary Public in and for said County and State, personally appeared (ETN) 5. PeNW known to me to be the person whose name is subscribed to the withing instrument as a witness thereto, who being by me duly sworn, deposed and said: That we resides at Cos Argeles ; that ()n me. FOR NOTARY SEAL OR STAMP sworn, depos 7-74) he was present and saw Be(Nav 2 7. (Rev Bachneldy + Marie M. Bachmeler OFFICIAL SEAL GERALD E. GREEN personally known to h = h = m to be the person described in, and whose name is subscribed to the within and annexed instrument, Acute the same; and that affiant period his LOS ANGELES COUNTY My comm. expires AUG 25, 1982 G.S.D a witness to said ecution. 167 Signature 5. See 开始过来了 said trust deed or pursuant to statute, to cancel all evidences of indebrearless secure by herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to ... DATED: 19 8.2 bis Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be m STATE OF OREGON TRUST DEED HCL Cor ss. 3.4 3.6 1 County of Klamath I certify that the within instrument was received for record on the at 10:55 o'clock A M., and recorded in book M78 on page 21976... or as file freel number 56021...., Granm SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of \mathbf{a} RECORDER'S USE County affixed. Kataran Katara Beneficiary AFTER RECORDING RETURN TO Wells Fargo Realty Services Inc Wn. D. Milne 572 E. Green Street anna bhaile bh County Clerk distants basis Pasadena, CA 91101 KAREN STARK By Dernecha filsch ...Deputy Trust Services

Fee \$6.00