21988 <u>36029</u> Vol. M18 Page FAST 16.491 TRUST DEED 8 , between PUGUST day of ____ THOM AS E. ONGLAND AND OGROTHYL ENGLAND, NUSPEND , as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY THIS TRUST DEED, made this THOMASE SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Lot ______ Block ______ of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, En. Page 20 of Maps in the office of the County Recorder of said County. Page 20 of Maps in the view of a state of the state of th lien in the particular and the sub-Sec. S. $1 \otimes C$ Thomas E. England and the second states of the second sec n ya tanyo i i gin i co 2003 Lines and American Simplant . I villarad ES.A. together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FIVE FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ______

Ditained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, to herein, shall become immediately due and payable.
 The above described real property is not currently used for agricultural, timber or grazing purposes To protect the security of this trust deed, grantor agrees:

 To protect, preserve and maintain said property in good condition and repair: not to remove or demolish any building or improvement likereon; not to commit or not to remove or restore promptly and in good and workmantlike mamer any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions, and tay may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing gifters on the buildings now or may be demed destrable by the beneficiary.
 To provide and continuously maintain loss or damage by fire and such other fortary as soon an insured; if the grantor shall fail for any reasun to procure may such insurance sepiration of any policy of insurance able be diffeed for the beneficiary and soon and insured; if the grantor shall fail for any reasun to procure the sail application of any policy of insurance able be diffeed for any fire or other insurance policy may be applied by the beneficiary as soon and insured; if the grantor such able defines as ablend to arreat seal and to any or any fire or other insurance policy may be applied by the beneficiary or notice of any fortawing or release able not current process the bard continuous second hereby and in such order as beneficiary in produce theyind or released in any casuation or release able not current

may disterrine. Or all option by denote Such application or release shall not curre or part thereof, may be released to granton remained or invalidate any act done pursuant wave any default or nollee of default herminder or invalidate any act done pursuant wave any default or nollee of default herminder or invalidate any act done pursuant wave any default or nollee of default herminder or invalidate any act done pursuant sessments and other of act of such any be levied or assessed upon or against suid assessments and other of act of such taxes, assessments and other of arges become past property default or nollee of default heres, assessments and other of arges become past assessments, and other of such taxes, assessments in an other of arges become past due tor fail for make payment of any taxes, assessments and other of arges other other any act of such taxes, assessments in sumance premiums. I livid other other other any such assessments and other of any of some other other and promptly deliver receipts therefor to be nefficiary; should any other other other other and the anount so paid, with substant the rate set option, make payment thereof, and the amount so paid, with other at a set option, make payment thereof, and the amount so paid, with other at a set option, make payment thereof, and the amount so paid, with the atter set option, make payment thereof, and the grantor, shall be advert as aforesaid, the property the covenants hereof and for such payable without notice, and the nonpayment payments shall be hereoficiary, render all sums secured by this trust deed. deed intellet due and payable and constitute a breach of this trust deed. deed intellet due and payable and constitute a breach of this trust deed. To appear in and defend any action or proceeding purporting to affect the T. To appear in and defend any action or proceeding purporting to affect the<math>T. To appear in and defend any action or proceeding purporting to affect thethereof shell, be payering it costing acopenses, including any suit,

appellate court if an appeal is taken here in the state of the state o

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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 the property. The grantce in any reconveyance may be described as the "person persons legally entitled thereof, and the recials sherein of any matters or facts shall be conclusive proof of the contribution of the most set of the services mentioned in this paragraph by grantor hereunder, beneficiary may at any time with 10. Upon any default by grantor hereunder, beneficiary may at any time with 10. Upon any default by grantor hereinder, beneficiary may at any time with 10. Upon any default by grantor hereinder, beneficiary may at any time with autorice, either in person, by agent or by a receiver to be appointed by a court, and due notice, 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 the indebtedness hereby secured, without results expert to real expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection, uncluding reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secure hereby, in such order as beneficiary may determine.

Including reasonable attorney's fees subject to paragraph 7 hereof upon any 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 oblicits or compensation or release thereof as a foresaid, shall not cure or wained notice.
12. Upon default hereunder or invalidate any act done pursuanties secured hereby or highlight hereunder or invalidate any act done pursuanties secured hereby or invalidate any act done pursuanties secured hereby or his performance of any agreement hereunder, the beneficiary may declare all suggesting the beneficiary may negating the beneficiary may negating purposes, described real property is currently used for agricultured in equity, as a mortgage in the beneficiary may negating purposes. If not secure there and a life to advect the secure of hereby inmediate work of dott and payable. In such any proceed to foreclose this trust well however, if said real property is currently used for agriculture in any proceed to foreclose this trust as thowever, if said real property to a unrently used. In the latter eventies of officiary or the rustnee shall execute advertisement and said. In the latter eventies of default and this election to sell the said advertisement and said. In the fatter events of officiary or the rustnee shall execute and place of said, give notice thereof as then required by tow foreclose this trust deed in the described real property to antight, the obligations secured hereby, whereupon the described real process to the restore of solve this hereof there required by ONS 8.50.70, may pay to this beneficiary or other person so privileged by ONS 8.50, 70, may pay to the beneficiary or the trust deed and the obligation secure thereby indevention and trustees and attemety indevention and trustees and attemety and thereby currents and be feal on the decay of a cobjection and at the time.
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excluding the trustee, but including the granitor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable change by trustee's attorney, (2) to the obligation secured by the trust deed, (5) to all persons having recorded liens absequent to the interest of the trust deed, (5) the supersons having recorded liens in successor in interest entitled to such a super truste or and successor in interest of their priority and the functionary may near the priority and the super truste to the interest of the trust deed, in the trust deed as their interests may appear in the order of their priority and the herein trust to all persons having remained to the superson to interest of the superson to any successor trustee and the successor in interest of the superson the order of their priority and there now herein any successor trustee and any successor trustee and the successor trustee and appoint the trust of the appoint the super trustee and appoint and there in the order of the trust of the interest of the priority and there are any successor trustee appoint the trustee the sale appoint the trust of the trust and the superson the appoint the trustee in the order of the priority and there are appointed herein any successor trustee and the superson to the interest of the county or counties in which are appointed herein the sale be written instrument executed by hereintery, containing offere of the County Clerk or Recorder of proper appoint inter in the successor interest. This trust deed and its place of proper appoint of the successor interest. This trust when this deed, duly executed and acknowledged in the interest.

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

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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

TE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company of a sayings and loan association 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. NOTE:

SISS8 21989 and that he will warrant and forever delend the same against all persons whomsoever. HIGHER STATES 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 an organization, or (even if grantor is a natural person) are for business or commercial purposes other than cAricultural (d) 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 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 terminine 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 fitten * 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. Thomas E. England othe England (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) County of STATE OF . STATE OF -19)ss. County of Personally appeared - Serie SAFECO STATE OF CALIFORNIA. Angeles SS. 405 COUNTY OF. the undersigned, a Notary Public in and for said County and State, personally appeared <u>KETTY</u> S. JENN 1978 itende FOR NOTARY SEAL OR STAMP 1 the undersigned KETTY \geq . Items how 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 h_{T} resides at Los Angeles ; that 2 be was present and saw thomas E. Dorothy L. Engla ENGLAND CIFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA L. ENGLAND personally known to \underline{h} to be the person described in, and whose name is subscribed to the within and annexed LOS ANGELES COUNTY My comm. expires AUG 25, 1982 instrument, execute file same: and that adjunt subscrifted his name thereto as a writers to said exercision. Ň 0e 5 Signature DATED: Beneficiary Do not lose or cestroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made STATE OF OREGON TRUST DEED ss. County of Klamath I certify that the within instrument was received for record on the 3rd day of October ..., 1978, at 10:56 o'clock A.M., and recorded in book M78 on page 21988 Granfor or as file/reel number 56029 SPACE RESERVED Record of Morigages of said County. FOR Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary Wells Fargo Realty Services Inc. Wm. D. Milne 572 E. Green Street County Clerk Pasadena, CA 91101 To ch Deputy ng kalan (194), 1947 Panan Pangahan (1 KAREN STARK Trust Services Fee \$6.00