57040 Vol. 178 Page 23596 +A38-16644 TRUST DEED 19 78 between THIS TRUST DEED, made this day of TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY 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 29 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. a de la de la de la de la de la de la de Se Barrilla mails in the second started

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. rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of <u>courticous security</u> FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of <u>courticous security</u> Market Allow of the security of the debt secured by this instrument is the date, stated above, on which the final instalment of said one becomes due and payment of the sum of <u>courticous</u>, 19 St beneficiary or order and made by krantor, the final payment of principal and interest thereon, according to the terms of a promissory note of court of <u>courticous</u>, 19 St the date of maturity of the debt secured by this instrument is the date, stated above, on which the final instalment of said one becomes due and payment of the same within discribed property, or any part thereof, or any interest thereoin is sold, agreed to be sold, conveyed, assigned or alienated by the grantow without first having the debt hereoin, shall be beneficiary the beneficiary the beneficiary's option, at obligations secured by this instrument, the beneficiary's option, at obligations secured by this instrument, the spective of the maturity dates expressed therein, shall become immediately due and payment or any part thereoil, or any part thereoil, or any part thereoil, or any part thereoil, or any part thereoil is and payment or provide the written consent or approval of the beneficiary is option, at obligations secured by this instrument, therefore of the maturity dates expressed therein, shall become immediately due and payment or any part thereoil or and payment and payment or any part there and payment or any part thereoil and payment or and payment or the maturity dates expressed therein, shall become immediately due and payment or and pay become in the and pay become in the payment of the secure and payment or and payment or the secure distribute

Ine date of maturity of the dent secures by this mitrument is the date, stated above, on whith the within described property, or any part hereof, or any interest, therein is sold, agreed to be balanced the written, or herein, shall become himmediately 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; any waste of said property may be agreed to be to constant of the property of the trust deed, grantor agrees:
To protect, preserve and maintain said property in good conditions, and the consol of all in sport of lines, regulations, covenants, conditions, and the control of all len sace or ofline grant of the proper public office or all be detered destrable by the beneficiary so requests, to join in executing the control may be detered destrable by the beneficiary so requests to join in executing agencies as may be deemed destrable by the beneficiary so requests to join in executing thereon, and be any may be deemed destrable by the beneficiary and proper public office or all show or hereafter erected on the said prometry may procure on be buildings now or beneficiary at soon as insured there all publics of insurance show or hereafter free ado and thorizes and public or surrent long and exercises that may free or during the enter flatent or any such insurance and thereafter received on the said premites against loss orquine in an amount not less than the property with loss payable to the here insurance policy may be applied to the beneficiary and process of any frate in the property and any reason to the said prometers may procure the same at granter's expression indexed or assessed harge's be applied to the here for insurance near the beneficiary at granter's expression in the control of any taxes.
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with this obligation. 7. To appear in and defend any action or proceeding purporting to effect the security rights or powers of beneficiary or trustee; and m any suit, action or proceeding in which the begeficiary or trustees, including avidence of title and foreclosure of this deep into the proceeding of the security rights on the security the beneficiary's or trustee's automoving or the trustee then the prevailing party shall be entitled to the atomoving therein described, the amount of attorney's fees appendix to the atomoving the shall be fixed by the trial court or by the appendix of appendix laken. Attack and the second the second the second the second the second the second be entitled to the atomoving the shall be fixed by the trial court or by the appellate court if a appendix laken.

appealate court of the second that: It is miticually agreed that: So the event that any portion or all of sold property shall be taken under the solution of the event that any portion or all of sold property shall be taken under the solution of the event that any partian or the manness powers and the event of any the half there under the events of the anioust required to be the source and the event with the event that all or any partian or the manness powers and the event the half of the event of the anioust required to be the source and the event the half of the event of the anioust required to be the source and the event the half of the event of the anioust required to be the event of the event repealed the event of the event of the event of the event of the event costs and expenses and attorney's fees, both with the train and appelate courts costs and expenses and attorney's fees, both with the train of the event appelled upon the huldble these second and particle and the matter of the event appelled upon the huldble attorney is fees, both with the core of the event obtaining such compensation, promise to the upon written request of beneficiary. 9. At any time and promise of the indebted of the one for endorsement in partial reconverse for cancellation, withour affecting the flability of any case of first reconverse for cancellation, withour affecting the flability of any of any map of plat of said property; (h) join in granting any casement or creating any of any map of plat of said property; (h) join in granting on assent to the mating even for the point of the indebted and the for the both of the flability of any of any map of plat of said property; (h) join in granting any casement or creating any of any map of plat of said and the and and appendent of the flability of any case of for the point of the indebted and the appendent to the mating even for the point of said and the appendent of the flability of any case of for the point of the indebted and the appendent of the flabil It is mutually agreed that:

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restriction thereon; (c) jum 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 grantee in any reconveyance may be described as the "person persons legally entitled the on the recitatis therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5. "Montioned in this paragraph shall be not less than \$5. "In the adaption of the truthfulness thereof. Trustee's fees for any of the services due notice, 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 regult to the adequacy of any security for the indebtedness hereby secured, without rewise collect the rents, issues and profits, including those past due and une of the rules collect the rents, issues constant of operation and collection, unpuid, and apply the same, less costs and expenses of operation and collection, unpuid, and apply the same, less costs and expenses of operation and collection, unpuid, and apply the same, less costs and expenses of operation and collection, unpuid, and apply the same, less subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order at heneficiary may determine.

machine steering upon and taking possession of said property, the collection of such rents issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or dimension of said property, the collection of such rents issues and profits, or the proceeds of line and other insurance policies or compensation or release thereof as iforsaid, stali misc cure or waive any default or notice of default hereunder or invalidate any ut door pursuant to such notice. The default hereunder or invalidate any ut door pursuant to such notice. The default hereunder or invalidate any ut door pursuant to such notice. The default by grantor in payment, the therefore the door pursuant to such an other in his performance of any agreement in payment. In the door pursuant to such a door in his performance of any agreement pay pay the the door pursuant to such a such described real property is a mortgage or direct the terneficiary may declare all sums described feel property is a mortgage or direct the trust deed in equity, as a mortgage or the baselicitary may proved to proceed or default and his election to sell the such advertisement by rended his written notice of default and his lection to sell the such advertisement be recorded his written notice of default and his lection to sell the such and real property to satisfy the obligations secured hereby, whereapoind by law, and proceed to foreclose this trust deed in the manner provided mort doer bis trust deed of the start of the such first the me and place of suce size notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided mort discuss this to so, 795.

law, and proceed to foreclose this trust deed in the manner provided in other System and proceed to foreclose this trust deed in the manner provided in other System 740 [13]. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trust elect in the manner provided in other System 740 [14]. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trust elect in the manner provided by ORS 86, 760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due, and the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attrustee states are proceedings shall be other than successors the equal to which event all foreclosure proceedings shall be domined by the true auction or the pay to the state state and the obligation for the proceeding the terms of the obligation and trustee and place of a second my S0 each other than such protein the default. The which event all foreclosure proceedings shall be domined by the true and place designated in the notice of sale. The trustee may all success and there and place is and shall self the parcel or parce and the time and the proceeds of any without any covenant or warranty, express or implied. The create there for any encoded of any matters of fact shall be conclusive proof of the trust place of any person of the trust place of sale. The trustee and proceed any pay are the state shall be conclusive proof of the trust place of any person any covenant or warranty; express or implied. The create and referent of any person face shall be conclusive proof of the trust place of any person and the shall be conclusive proof of the trust place of any person and the shall be conclusive proof of the trust place of any person and the shall be conclusive proof of the trust place

excluding the trustee, but including the grantor and beneficiary, may purchase at the sile. I.5. 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 obligation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, for all persons having recorded liens obligation secured by the trust deed, for all persons having recorded liens with secure in the trust end of the rust deed, the surplus, if any, to the granter or to the interest of the trust deed, the surplus, if any, to the granter or bits successor in uterest for the law beautient, and without concernance to the appoint of the support of th

inister. 17. Trustee accepts this first when this deed, duly executed and a knowledged 17. Trustee accepts this first when this deed, duly executed and a knowledged is made a public record as provided by law. Trustee it 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, heneficiary or trustee shall be a party unless such action or proceeding is brought by fusite.

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 Oregon State Bar, a bank or savings and lean association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to in property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE: -802 276 80 72:50

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and that he will warrant and forever defend the same against all persons whomsoever.

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()If the signer of the above is a corporation, use the form of acknowledgment apposite.)

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, lamily, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a netural persoh) are for business or commercial purposes other than a

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 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 written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is epplicable 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.

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MINESED BY

(ORS 93.490) STATE OF) STATE OF , County of STATE OF HAWAII, . COUNTY OF_____ Honolulu On <u>August 12, 1978</u> the undersigned, a Notary Public in and for said County and State, nersonally appeared Richard F. Asmus personally appeared _ known to me to be the person whose name is subscribed to the FOR NOTARY SEAL OR STAMP within instrument as a witness thereto, who being by me duly sworn, deposed and said: That <u>he</u> resides at <u>PO Box 564, Haleiwa, HI</u> he ____ was present and saw ____ Bruce L. Winn : that personally known to <u>him</u> to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution Signature uppine Cauch

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noiser of all indepredness secured by the loregoing thus deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of trust deed have been fully paid and satisfied. I ou nereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the

DATED: 19 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. TRUST DEED STATE OF OREGON \$5, County of Klamath I certify that the within instrument was received for record on the 20th day of October , 1978 at 10:57 o'clock AM., and recorded in book M78 on page 23596 Grantor SPACE RESERVED or as file/reel number 57 04 0 Record of Mortgages of said County. FOR . . RECORDER'S USE Witness my hand and seal of Beneficiary County affixed. Wenstrafgon Reality Services Inc 572 E. Green Street Wm. D. Milne Pasadena, CA 91101 County Clerk KAREN STARK Title Frest Services A. Moch 结构的Deputy