

TRUST DEED

November 1978, between

59327

13th day of

THIS TRUST DEED, made this 1944
Frances H. Brewer, unmarried woman
Transamerica Title Insurance Co.

Frances H. Brewer,
Transamerica Title Insurance Co.
and Wells Fargo Realty Services, Inc., a California Corporation, Trustee
WITNESSETH: _____ under Trust No. 7219.
_____ trustee in trust, with power of

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 19, Block 15, Oregon 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.

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.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Five Dollars and 44/100- Dollars, with interest made by grantor, the

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payable by said beneficiary or order and made by grantor, the sum of Twenty-Two hundred Sixty-Five Dollars and 44/100- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the

Twenty-Two hundred thirty

The date of maturity of the debt secured by this instrument is the date when the property described herein becomes due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary herein, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or hereinafter expressed, shall become immediately due and payable.

The above described real property is not subject to any

To protect the security of this trust deed, grantor agrees to:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property, in good and workmanlike manner; and to construct, reconstruct, repair, or restore promptly and

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed and pay when due all costs incurred therefor.

[illegible]

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in the sum of \$100,000.00, written in the name of the insured, with loss payable to the latter; and

[illegible][illegible]

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 in connection with or in enforcing this obligation and trustee's and attorney's actually incurred, and defend any action or proceeding purporting to affect the trust, its beneficiaries or trustee; and in any event

of title search as well as in enforcing this obligation and in connection with and in enforcing this obligation the parties actually incurred.

To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee and in any action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses of any suit for the foreclosure of this deed, the beneficiary or trustee's attorney's fee and for the enforcement of this paragraph 7. The parties shall share equally the costs of title and in the event of an action from any individual amount of attorney's fee and in the event of an action to pay such sum as the beneficiary of the trial court grants by order as the beneficiary or trustee's attorney's fee of the trial court and in the event of an action to pay such sum as the trial court shall adjudge reasonable as the beneficiary or trustee's attorney's fee on such appeal.

It is hereby agreed that: _____ of and property shall be

...that said property shall be

[illegible]

9. At any time and from time to time upon written request beneficiary, payment of its fees and presentation of this deed and the endorsement in favor of full reconveyance, for cancellation, without the liability of any person for the payment of the indebtedness, trust

(a) consent to the making of any map or plat of said property; the point in time at which such map or plat is made shall be deemed to be the date of the granting of any easement or creating any restriction thereon; the lien or charge created by the recording of such map or plat shall constitute a valid lien or charge against the interest of the person or persons who are the owners of the property at the time of its recording, without warranty; the term "person or persons" shall include corporations, partnerships, trusts, associations, firms, companies, and individuals; the word "reconveyance" may be described as the "person or persons shall grantee in any reconveyance" and the recitals therein of any matter shall be conclusively presumed to be true; and the truthfulness thereof shall be conclusively presumed; the words "the person or persons" shall mean any person or persons designated in this paragraph shall be not less than \$8.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tin and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not constitute any default or notice of default hereunder or invalidate any act done or omitted by the mortgagee hereunder, and the mortgagee hereby agrees to waive any default or notice of default hereunder or invalidate any act done or omitted by the mortgagee hereunder.

[illegible][illegible][illegible][illegible]

10. For any reason permitted by law, beneficiaries may, from time to time, appoint a successor to any trustee named herein, and the said appointed successor trustee. The latter shall be vested with all powers and duties which shall upon any trustee herein named be made by him, and shall have the same reference to this trust as hereinunder, executed by beneficiary, as recorded in the office of the recorder of deeds of the county or counties in which the trust is made, and its place of record, which shall be in the name of the said Trustee or Clerk or Recorder, as proof of proper appointment, and the said deed, executed by the said Trustee, shall be accepted as provided by law. The other

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

NOTE: The Trust does not provide that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, or a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company, or a title abstracting company, or the property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

7219-00149

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 title thereto

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 grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization or for a grantor who is a natural person, not for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to 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 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.

Frances H. Brewer
Frances H. Brewer

* 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; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.
(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,) ss.
County of)
Personally appeared the above named)
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STATE OF OREGON, County of) ss.
Personally appeared)
who, being duly sworn,
each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of)
a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

and acknowledged the foregoing instrument to be)
voluntary act and deed.
Before me:
(OFFICIAL SEAL) Frances M. Davis
Notary Public for Oregon
My commission expires:

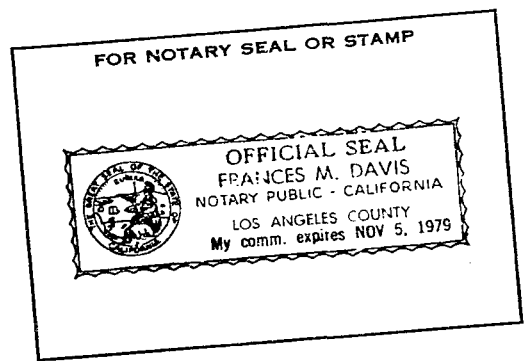
Before me:
Notary Public for Oregon
My commission expires:



STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles }
On June 26, 1978 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared)
Frances H. Brewer)

known to me)
to be the person whose name subscribed to the)
within instrument and acknowledged that executed the)
same.

Frances M. Davis
FRANCES M. DAVIS
Name (Typed or Printed)
Notary Public in and for said County and State



TRUST DEED
(FORM No. 881)
STEVENS NESS LAW PUB. CO., PORTLAND, ORE.

Brewer, Frances H.

Grantor

Wells Fargo Realty Services
Beneficiary

Wells Fargo Realty Services Inc.
572 E. Green Street
Pasadena, CA 91101

KAREN STARK
Trust Services

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 5th day of December, 1978, at 2:50 o'clock P.M., and recorded in book M78 on page 27346 or as file/reel number 59327.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk

By [Signature] Deputy
Fee \$6.00