

**TRUST DEED**

Vol. 79 Page       

2257

CLARENCE R. WELLS  
 TRANSAMERICA TITLE INSURANCE COMPANY  
 and WINEMA PENINSULA, INC., An Oregon Corporation  
 WITNESSETH:  
 MINGUS BENJAMIN, INC.

Grantor, irrevocably grants, bargains, sells and conveys unto the County, Oregon, described as:

Lot 10, Block 7, Tract No. 1019, WINEMA PENINSULA  
the County of Klamath, State of Oregon.

SECRET DEED

COPIED

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or 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 Four Thousand Six Hundred Seventy Five and No/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 final payment of principal and interest hereof, if not sooner paid, to be due and payable

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

(a) consent to the making of any map or plat of said property; (b) join in any grant, conveyance or creating any restriction thereon; (c) join in any mortgage, deed or other instrument affecting this deed or the land or charge thereon; (d) execute any power of appointment or release of any part of the property; (e) execute any deed, grant, conveyance or other instrument without warranty, title or person or persons named as parties hereto, who are described as the owners or facts shown on the attached survey.

The above described real property is in trust deed, grantor agrees:

1. To protect, preserve and maintain any building or improvement and repair; not to remove or demolish any building or improvement; not to commit or permit any waste of said property.

[illegible][illegible][illegible]

of title search as well as the cost of title search in connection with or in enforcing this obligation actually incurred.

[illegible][illegible]

9. At any time and from time to time, the obligor shall, at the request of the obligee, pay to the obligee, or to the obligee's attorney, payment of its fees and presentation of the instrument, payment of its fees and presentation of the instrument, endorsement (in case of full reconveyances, for cancellation), and the liability of any person for the payment of the indebtedness.

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

shall apply the proceeds of the trustee and the trust deed, including the compensation secured by the trustee in attorney (2) to the obligation to the interest of their priority and having recorded liens subsequent to the order of interest entitled deed as their interests may appear in or to his successor in interest surplus, if any, to the grantor or to his successor in interest named herein.

[illegible]

such com-  
est of bene-  
the note for  
out affecting  
trustee may

laws of Oregon, or the laws of any State or any agency thereof.

NOTE: The non-  
or savings and loan association  
property of this state, its subsidiaries, affiliates, agents,

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 (even if grantor is a natural person) are 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.

Clarence R. Wells  
CLARENCE R. WELLS

\* 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

County of Klamath

January 17, 1979

Personally appeared the above named

Clarence R. Wells

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me, *W. B. Briney, Jr.*  
Notary Public for Oregon  
My commission expires 3-22-81

STATE OF OREGON, County of

Personally appeared

who, being duly sworn, 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.

Notary Public for Oregon  
My commission expires

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

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 satisfied. You hereby 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 estate now held by you under the same. Mail reconveyance and documents to

DATED:

19

Beneficiary

Do not lose or destroy 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

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

THE COMMISSIONER OF Klamath County, Oregon

Wells

Winema Peninsula, Inc.

Transamerica Title Ins. Co.  
Attn: Marlene

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 26th day of January 1979 at 10:48 o'clock A.M. and recorded in book M79 on page 2257 or as file/reel number 61745 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Bernetha D. Hetsch Deputy

Fee \$6.00