

WITNESSETH:  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
KLAMATH County, Oregon, described as:

Lot 12 in Block 3 OREGON SHORES SUBDIVISION-Tract # 1053, in 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 office of the County recorder of said County.

16021 DEED

W.F.R.S.

FEB 22 1979

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 **Recorded** in connection with said real estate.

**PURPOSE OF SECURING PERFORMANCE** of each agreement of grantor herein contained and payment of the 16/100 Dollars, with interest

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWO THOUSAND SIX HUNDRED THIRTY-FIVE 18/100 Dollars, with interest made the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the

[illegible]

thereon according to the terms of a promissory note or notes, to be due and payable in installments, the first installment of said note or notes to be due and payable on the date, stated above, on which the final installment of said note or notes is 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 or notes is due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, 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 currently used for agricultural, timber or grazing purposes.

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

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

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

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices; as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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, and such other not less than \$..... written in an amount acceptable to the beneficiary, with loss payable to the latter; a certificate acceptable to the beneficiary as soon as insured policies of insurance shall be delivered to the beneficiary; and if the grantor shall fail for any reason to procure any such insurance and if the grantor shall fail to deliver said policies to the beneficiary now or hereafter placed on said building, the beneficiary may procure the same at grantor's expense. The beneficiary under any fire or other insurance policy may be applied by beneficiary under any indebtedness secured hereby and in such amount as beneficiary may determine, or at option of beneficiary the entire amount so collected, may in part thereof, may be released to grantor. Such application or release shall not constitute a release of the debt, and the beneficiary shall not incur or waive any default or notice of default hereunder or invalidate any action taken hereunder by the beneficiary in order to protect and to pay the debt not done pursuant to such notice.

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6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. \_\_\_\_\_ and defend any action or proceeding purporting to

7. To appear in and defend any action or proceeding purporting to

7. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary or trustee and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the deed, to pay all costs and expenses, including the reasonable attorney's fees and costs in all such cases shall be the obligation of attorney's fees mentioned in this section. In cases shall be fixed by the trial court and in any appeal an appeal from any judgment or decree of the trial court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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they're fees on such appeal.

8. In the event of any portion or all of said real property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right if so elected, to require that all or any portion of the monies payable under the right if so elected, to require that all or any portion of the amount required as compensation for such taking, less the expenses and attorney's fees necessarily paid by beneficiary in such proceedings, shall be paid to beneficiary and attorney's fees incurred by it first upon any reasonable costs and expenses necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation and to execute such instruments as shall be necessary in obtaining such compensation.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note to beneficiary (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(c) consent to the making of any map or plat of said property; (h) join in any granting any easement or creating any restriction thereon; (i) join in any subordination or other agreement affecting all or any part of the property. The grantor, the grantee, the wife of the grantor and the wife of the grantee shall execute and deliver the foregoing recitals and the recitals thereof, duly acknowledged, and the recitals thereof in any matters or persons shall be conclusive proof of the truthfulness thereof. The foregoing shall be for any of the purposes mentioned in this paragraph shall be not less than \$5.

he conclusive proof of the indebtedness of the grantor to the beneficiary shall be not less than \$5,000. The services mentioned in this paragraph shall be not less than \$5,000. The beneficiary may at any time without notice, either in person, by agent or by attorney, enter upon and take possession of said property, including any part thereof, in its own name sue or otherwise for the recovery of the same, its issues and profits, including those part thereof, and apply the same to the payment of the costs and expenses of the operation and collection, including reasonable attorney's fees and costs of the operation and collection, and in such order as the 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 compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable, and such an event shall constitute a default by grantor. The property may be used for agricultural, and if the above described real property is not currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a lien on said real property in the manner provided by law for mortgages and foreclosures. If said real property is not so currently used, the beneficiary may proceed to foreclose this trust deed in equity as a lien on said real property, by advertisement and sale. In the latter event the beneficiary, the trustee shall execute and cause to be recorded his written declaration of default and his election to sell the cause to be recorded his written declaration of default and his election to sell the said described real property to satisfy the obligations secured hereby, with the proceeds of sale to be applied to the obligations secured hereby. Thereupon the trustee shall fix the time and place of sale, give notice thereof, and then proceed by law and proceed to foreclose this trust deed in the manner provided by law and proceed to foreclose this trust deed by advertisement and sale as provided in ORS 86.740 to 86.795.

[illegible]

ceeding \$50 each time a default occurred, and thereby cure the default, in which event the trustee shall be entitled to a commission of 10% of the sum of the monies so paid. All foreclosure proceedings shall be dismissed by the trustee on or before the date and at the time and place designated in the notice of sale. The trustee may sell said property either in whole or in separate parcels and shall sell the parcel or parcels in the most advantageous manner for the benefit of the beneficiaries of said sale. The trustee is authorized to the highest bidder for cash, upon the terms and conditions as required by law conveying the property to the purchaser without any covenant or warranty, express or implied, and shall deliver to the purchaser a deed without any covenant or warranty, express or implied, in the property, and shall execute and deliver to the purchaser a deed in the name of the trustee, recitals in the deed of any matters of fact shall be the responsibility of the trustee, but including the truthfulness thereof. Any proceeds of the sale shall be paid to the beneficiaries of the trust.

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18. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to a successor trustee appointed hereunder. The power of appointment and the right of conveyance to and the duties conferred upon any trustee herein named shall be exercisable by the beneficiary or beneficiaries named herein made by written instrument executed by the beneficiary or beneficiaries named herein, which, when recorded in the office of the recorder of the county or counties in which the property is situated and its place of record, shall constitute a valid appointment of the successor trustee.

17. Trustee accepts this trust as provided by law. Trustee is acknowledged to be a public officer and is obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: 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 or savings 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.

7219-90511

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully 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 the purchase of real property for the grantor's personal, family, household or agricultural purposes~~

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; 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.)

*James W. Wilkinson Jr.*  
JAMES W. WILKINSON JR.

*Carolyn Ann Wilkinson*  
CAROLYN ANN WILKINSON

STATE OF OREGON,  
County of \_\_\_\_\_, ss.  
\_\_\_\_\_, 19\_\_\_\_  
Personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ and acknowledged the foregoing instru-  
ment to be \_\_\_\_\_ voluntary act and deed.  
Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon

INDIVIDUAL

STATE OF OREGON, County of \_\_\_\_\_, ss.  
\_\_\_\_\_, 19\_\_\_\_  
Personally appeared \_\_\_\_\_ and  
\_\_\_\_\_ 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,  
of said corporation and that said instrument was signed and sealed in be-  
half of said corporation by authority of its board of directors; and each of  
them acknowledged said instrument to be its voluntary act and deed.  
Before me:  
Notary Public for Oregon (OFFICIAL SEAL)

STATE OF HAWAII,  
City and County of Honolulu. } ss:

On this 16th day of February, A. D. 1979, before me personally appeared  
James W. Wilkinson, Jr. and Carilyn Ann Wilkinson  
to me known to be the persons described in and who executed the foregoing instrument and  
acknowledged that they executed the same as their free act and deed.

*Eloise E. Mossman*  
Notary Public, First Judicial Circuit,  
State of Hawaii.  
My Commission Expires 1979

TRUST DEED  
(FORM No. 881)

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

JAMES W. WILKINSON, JR.  
CAROLYN ANN WILKINSON  
Grantor

WELLS FARGO REALTY SERVICES INC.  
Beneficiary

WELLS FARGO REALTY SERVICES INC.,  
572 E. GREEN ST.  
PASADENA, CA 91101

STATE OF OREGON

County of Klamath, ss.

I certify that the within instru-  
ment was received for record on the  
7th day of March, 1979,  
at 8:57 o'clock A.M., and recorded  
in book M79 on page 5097 or  
as file/reel number 63541

Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.  
Wm. D. Milne  
County Clerk  
Title  
By *Bernice A. Heflich* Deputy

Fee \$6.00