63597 38:77843 TRUST DEED Vol. 79 Page 51.78 25 SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Sec. Sec. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: a strange and the strate and control is a strate of 21 in Block ______ of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. eruptor schulen in the solution of the solution of the county recorder of same county and county an Sal History of State and 10.00 i feiser für stansame einertanter auflicht auf sie alfricet auf ist socialistic auf ist sind ages binne tek socialistic einere genetite Sit ein ferspal soci-gene genetite Sit ein ferspal socivosti W . 1 zamol vestiw. Lenel. Wilsey Notes (1,42) 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. <u>Hundked</u> Dollars, with interest therein contained and payment of ite sum of <u>TORTY 100</u> Dollars, with interest therein 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 hereoi, if not sooner paid, to be due and payable. <u>IST Febuary</u> 19**90** 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. In the event the within described property, or any part thereof, or any interest thereoin is sold, agreed to be sold, conveyed, assigned or altenated by the grantor without first having explanated therein, shell become immediately due and payable. The above described real property is not supported of the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates therein, or herein, shell become immediately due and payable. In a case of maturity of the debt secured by this instrument is the date, stated above, on which the written consent or any part thereof, or any interest therein is sold, agreed to be obtained the written consent or any part thereof, or any interest therein is sold, agreed to be obtained the written consent or any part thereof, or any interest therein is sold, agreed to be obtained the written consent or any part thereof, or any interest therein is sold, agreed to be obtained the written consent or any part thereon, not to commit or any part or server and maintain sold property in good condition and repart.
 To protect, preserve and maintain sold property in good condition and repart.
 To comply with all laws, ordinances, regulations, covenants, conditions, and when due all costs incurred thereor.
 To comply with all laws, ordinances, regulations, covenants, conditions, and well as the cost of all lleng same in proper public office or offices, as may be deemed destray and yrom time to time require in an anount to the part of marker on the buildings in the beneficiary may from time to the annont of order any free and spiration of any policy of he same at grantor's correlated on the add promises against loss or damage by fire, and such order any free more spiration of any policy of he same at grantor's correlated by the bound for any transment on work hereafter prompty and to delive radi policits of hereafter any providing on the correlated strategy in the thereafter and promises against loss or damage by fire and such order any fire order and such order as beneficiary and to deliver and policity of hereafter any as to as the deliver any fire order and the order and the order and the order and to advert the consent or order as beenficiary and to deliver any believer or the same at grantor's correlated strategy in the order and to advert and to apply for the same at grantor's correlated strates able and oreafter the proper many below and the advert any believer and restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof: (d) resonance, without warranty, all or any part of the property. The grantele in any reacting the therein any matters or facts shall be conclusive proof of the tratification thereof. Trustee's fees for any of the services mentioned in this paragraph shall be to the secial statistication or parts without the services of the tratification of the services mentioned in this paragraph shall be to the secial statistication of the services mentioned in this paragraph shall be to the statist therein of appointed by a court, and due notice, either in person, by gent or by a receiver to be appointed by a court, and due notice, either in person, by gent or by a receiver to be appointed by a court, and such and the postent or by a receiver to be appointed by a court, and due notice, either in person, by gent or by a receiver to be appointed by a court, and such and the postent or by a receiver to be appointed by a court of any security of any security for the indebtedness hereby secured enter upon and take postent or by a receiver to be appointed by a court of any and the postent or by a receiver to be appointed by a court of any and the postent or by a receiver to be appointed by a court of any and the postent or by a receiver to be appointed by a court of any and the postent or by a receiver to be appointed by a court of the second by a second by the second by a second by a second the second unpudd, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

with his obligation. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or muscle; and in any suit, action or proceeding in which the beneficiary or muscle; and in any suit, action or foreclosure of this deed, to pay all costs and septers, including evidence of title and foreclosure of this deed, to pay all costs and septers, including evidence of title and beneficiary's or muscle's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees therein described; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken. It is mititually agreed that: %. In the event that any portion or all of suit as the suit of the theme.

It is mittually agreed that: 8. In the event that any portion or all of said property shall have the right, if it as right of eminerit domain or condemnation, beneficiary shall have the right, if it as right of eminerit domain or condemnation, beneficiary shall have the right, if it as right of eminerit domain or condemnation, beneficiary shall near sympensition for electric burst, which are in excess of the amount required to pay all reasonable extra such taking, which are in excess of the amount required to pay all reasonable extra expenses and attorney's fees, needed or incurred upon any reasonable proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expense and attorney's fees, being the proceedings, and the balance costs and expense of the access of the switch in strend and appelate courts, costs and expense of autorney's fees, being the proceedings, and the balance costs and expense of autorney's fees, being the proceedings, and the balance costs and expense of the switch instruments as shall be necessarily applied upon the indebtedness sweared hereby, and grantor agrees, at its own, applied upon the indebtedness sweared hereby, and grantor agrees, at its own, applied upon the indebtedness of the aded and the need for endorsement (in payment of its fees and presentation, promptive upon, beneficiary is rusted for schorement (in payment of its fees and presentation of this deed and the new of constent to the making person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property. (b) join in granting any easement or creating any of any map or plat of said property. (b) join in granting any easement or creating any of any map or plat of said property. (b) join in granting any easement or creating any states of the same of the indebtedness, the same of the same o

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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 suid property, the collection of such rents, issues and profits, or the proceeds of fire and other insume policies or compensation or awards for any taking or damage of the property, and the compensation or awards for any taking or damage of the property, and the compensation or awards for any any taking or damage of the property, and the compensation or awards for any any enterthere issues and profits or the proceeds of fire and other insume policies or in this performance of any agreement foreunder. In such an over, and if the above secured hereby immediately due and populate. In such an event and if the above secured hereby immediately due and populate. In such an event and if the above secured hereby is currently used fire insuit ded in equity, as a mortgage in the beneficiary or the insuited by the beneficiary is a unortgage or the insuite of property is a sum ortgage or the insuite of proceeds the strust deed in equity, as a mortgage the beneficiary or the insuite shall execute bard and such and populate in durity as a mortgage or the insuite of process this trust deed by trust defined in equity as a mortgage or beneficiary or the insuite shall execute bard cause to be recorded his writer notice of default and his election to sell the said and cause to be recorded his must deed in the manner provided by the satisfy the obligation secure hereby, thereupon the insuite a ball fix the time and proces to proceeds by down of moregage and the secure hereby, induced by trustes shall fix the time and proces to proceeds by down of more any structure hereby in the satisfy the obligation secure thereby at the rust effort or the strust deed in the manner provided by the property to satisfy electron the truste fort, may not the strust deed in the manner provided b

excluding the trustee, but including the grantor and beneficiary, may purchase at the sole 15. When trustee sells pursuant to the powers provided herein, trustee shall opply the proceeds of sole to payment of (1) the expenses of sole, including the compensation of the insistee and a reasonable character by trustee's attorney, (2) to the obligation secured by the trust deed. (3) to a trust deed as their interests may absequent to the interest of the trustee of the surplus, if any, to the grantor or to its successor in interest entitled to such aw beneficiary may from time to time appoint 16. For any reason permitted trustee man, and without conversione to the interest appear in the order of their priority and (applications) and the successor trustee and the reason permitted to the trustee of the surplus, if any, to the grantor or to appear in the order of their priority and the phan. 16. For any reason permitted trustee named herein or to any successor trustee appointed hereinder. The shall be vested with all title, powers and duties conferred upon any trustee. The shall be vested with all title, powers and duties conferred upon any trustee. The other backed or for order of the county or counties in which the reference to the County Clerk or Recorder of the county or counties in which the property is situated, shall be could usive proof of proper appointent of the successor for the County Clerk or Recorder of the county of counties in which the office of the County situated, shall be conclusive proof of proper appointent of the successor for the county situated, shall be conclusive proof of proper appointent of the successor for the county situated, shall be whitten this deed. duly executed and acknowledged

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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

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 tille 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:

and that he will warrant and forever defend the same against all persons whomsoever, we will warrant and forever defend the same against all persons whomsoever, we want the same against all persons whom so every defend the same against all persons whom so ever 5179 $\langle f_{i} \rangle$ MUE ANL 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 persoh) are for business or commercial purposes other than agricultur 1.11 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 leminine 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. You have the option to void your contract or agreement by notice to the seller if you did not receive a Property Report prepared pursuant's advance of, or at the time of your signing the contract or agreement. If you received the Property Report less than 48 hours prior to signing the contract or agreement by notice to the seller until midnight of the transaction. A business day is any calendar day except Sunday, and the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and * 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. Jane I . Wilse (If the signer of the above is a corporation, use the form of acknowledgment opposite.) by steven 1-18-79 Witnessed (ORS 93.490) STATE OF CALIFORNIA. Augeles COUNTY OF LOS SS. before me. ANUary, On: the undersigned, a Notary Public in and for said County and State. personally appeared $3 \pm c \nu e = \frac{\omega (5 e \gamma)}{2 + c \nu}$ FOR NOTARY SEAL OR STAMP he was present and saw JAMES D. WING A ANE I. WIJSEY personally known to AIM to be the person described in, and whose mame is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed MIS_ mame thereto us a witness to sail execution. New York Content of the subscribed of the subscribed MIS_ (G.S.) Withens OFFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires AUG 25, 1982 167 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 cuncellation before reconveyance will be made. TRUST DEED STATE OF OREGON SS. County of Klamath La da de la serva I certify that the within instrument was received for record on the 7th day of March , 1979 at 10:50 o'clock A. M., and recorded in book M79 on page 5178 or as file/reel number 63597 Grantor SPACE RESERVED FOR Record of Mortgages of said County. RECORDER'S USF Witness my hand and seal of County affixed. Beneficiary Wells Fargo Reafty Services nc: 572 E. Green Street Wn. D. Milne alphan and the second w A the May Provident Pasadena, CA 91101 Automatic State Second and Lanca County Clerk KAREN STARK Title Trust Services By Skinetha Hyerset Deputy 801 S 18110

Fee \$6.00