63671 38 /7	Page 5300
Royald David Williams and Reggy Joyce W. TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNI SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as E	A CORPORATION as Trustee, and WELLS FARGO REALIY Beneficiary.
COUNTY OREGON described as:	ustee in trust, with power of sale, the property in KLAMATH
Lot 29 in Block 31 of Tract 1184-Oregon Shores-Ur	nit 2-1st Addition as shown on the map thed on November 5.
[1] [1] [1] [1] [1] [1] [2] [2] [2] [3] [3] [3] [3] [3] [3] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	
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고 100 명이 100 명이 100 명이 있으면서 100명에 100명이 100명이다. 프레이어 100명이 100명	
together with all and singular the tenements, hereditaments and appurtenances and all o rents, issues and profits thereof and all fixtures now or hereafter attached to or used in cor FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granter	herein contained and payment of the sum of 100 1000
Eight Handred Fifty Dollars, with interest it	thereon according to the terms of a promission, note of the second round to be due and payable
beneficiary or order and made by grantor, the final payment of principal and interest here  The date of maturity of the debt secured by this instrument is the date, stated above the within described property, or any part thereof, or any interest therein is sold, agr	e, on which the final installment of said note becomes due and payable. In the event reed to be sold, conveyed, assigned or alienated by the grantor without first having
the within described property, of any obtained the written consent or approval of the beneficiary, then, at the beneficiary's o obtained the written consent or approval of the beneficiary, then, at the beneficiary's or obtained therein, or herein, shall become immediately due and payable.	option, all obligations secured by this instrument, inespective of
The above described real property is not currently used for agricultural, timber of grazing  To protect the security of this trust deed, grantor agrees:	purposes
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	deed or the tien or charge thereof, an reconveyance may be described as the "person or the property. The grantee in any reconveyance may be described as the "person or the property."
2. To complete or restore promptly and in good and working or improvement which may be constructed, damaged or destroyed thereon,	mentioned in this paragraph shall be not less than \$5.
restrictions affecting said property; if the beneficiary so requests, to join in executing	due notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured.
ary may require and to pay for filing same by filing officers or searching agencies as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.	unpaid, and apply the same, less costs and expenses of operation and collection, unpaid, and apply the same, less costs and expenses of operation and collection,
4. To provide and continuously maintain transfer by fire and such other hereafter erected on the said premises against loss or damage by fire and such other hazards as the besefficiary may from time to time require in an amount not less than hazards as the besefficiary may from time to time require in an amount not less than	indebtedness secured nereby, in such order as semigroups, the collection of
beneficiary with loss payable to the latter, all policies of the fall for any reason to	such rents, issues and profits, or the process of the property, and the compensation or awards for any taking or damage of the property, and the
procure any such insurance and to deliver sale position	application or release inereof a softenance of default hereunder or invalidate any act done pursuant to such notice, 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
fifteen days prior to the expiration of any policy of insurance now or nerequer placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by the process of t	in his performance of any agreement hereunder, the beneficiary may accure an isome secured hiereby immediately due and payable. In such an event and if the above elevathed real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary may proved by law for mortgage foreclosures. However, if said real property the manner provided by law for mortgage foreclosures. However, if said real property the manner provided to the beneficiary at his election may proceed to foreclose this
part thereof, may be released to grantor. Such application approach any default or notice of default hereunder or invalidate any act done pursuant waive any default or notice of default hereunder or invalidate any act done pursuant	the beneficiary may proceed to foreclose this trust deed in equity as a morphyle in the manner provided by law for mortgage foreclosures. However, if said real property he manner provided by law for mortgage at his election may proceed to foreclose this is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed by
5. To keep said premises the free from to constitute of assessed upon or against said assessments and other charges that may be leviled or assessed upon or against said property before any part of such taxes, assessments and other charges become past property before any part of such taxes, assessments and other charges become past.	trust deed in equity as a morigage or duet the beneficiary or the trustee shall execute
grantor fall to make payment of all of the grantor, either by direct payment or by providing other charges payable by grantor, either by direct payment or by providing	and cause to be recorded his written notice of default and his election to set in a said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided in OR\$186.740 to 86.705.
option, make payment secured hereby, together with the obligations described in	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 trustee for the
paragraphs 6 and 701 ints trust used small be douted to and become a part of the secured by this trust deed, without waiver of any rights arting from breach of any of secured by this trust deed, without waiver of any interest as aforesaid, the property the covenants hereof and for such payments, with interest as aforesaid, the property that he have been accounted to the secure shall be bound to the same extent that	the beneficiary of his successful that the obligation recured thereby fincluding costs
jorn in the following the first rust deed shall be added to and become a part of the debt paragraphs 6 and 7 of this trust deed, without waiver of any rights arting from breach of any of secured by this trust deed, without waiver of any rights arting from breach of any of secured the covenants hereof and for such payments, with interest as sforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust	and expenses actually incurred in enjoycing the terms such portion of the principal and attorney's fees not exceeding \$50 each) other than such portion of the principal
payments shall be immediately due and payable without notice, and me to the theoretic payment thereof shall, at the option of the beneficiary, render all sams secured by this trust deed immediately due and payable and constitute a breach of this trust deed.  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 incurred in connection	as would not then be due had no default occurred, and increase the state which event all foreclosure proceedings shall be dismissed by the trustee.  4. Otherwise, the sale shall be held on the date and at the time and place 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the parcel or in separate parcels and shall sell the parcel or trustee shall deliver to the
with this obligation.	parcel or in separate parcels and shall the time of sale. Trustee shall deliver to the
security rights or powers of beneficiary of trastee, and including any suit for the	without any covenant or warranty, expressions of the truthfulness thereof. Any person, matters of fact shall be conclusive proof of the truthfulness thereof, any person, excluding the trustee, but including the grantor and beneficiary, may purch so at the
foreclosure of trustee attorney's fees provided, however, in case the suit is	sale.  Sole when trustee sells pursuant to the powers provided herein, trustee shall be apply the proceeds of sale to payment of (1) the expenses of sake, including the apply the proceeds of sale to payment of (1) the expenses (2) to the
the beneficiary so in takes at the beneficiary or the trustee then the prevailing party shall be tween the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees herein 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 mutually agreed that:	obligation secured by the interest of the trustee in the trust deed as their interests may subsequent to the interest of the trustee in the trust deed as their interests may subsequent in the order of their priority and (4) the surplus, if any, to the grantor or to annear in the order of their priority and (4) the surplus, if any, to the grantor or to
11 is mutually agreed that.  3. In the event that any portion or all of said property shall be taken under the right of entirent domain or condemnation, beneficiary shall have the right, if it so right of entirent domain or condemnation, beneficiary shall have the right.	
elects, to require that all or any portion of the montes payante accompensation for such taking, which are in excest of the amount regulared to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by granter in such	16. For any reason permitted by law beneficiary may from time to time appoint a meets for or successor to any trister named herein or to any successor trister appointed hereinder. Upon such appointment, and without conveyance to the appointment hereinder. Upon such appointment, between which all title, powers and duries correct naccessor trustee, the latter shall be vested with all title, powers and duries correct upon any trustee herein named or appointed hereind et. Each such appointed substitution shall be made by written instrument executed by beneficiary, containing abbititution shall be made by written instrument executed by beneficiary, containing.
It is mutually agreed that:  8. In the event that any portion or all of said property shall be taken under the right of the event that any portion or all of said property shall be taken under the right of the first of entiment domain or condemnation, beneatled yet all have the right, if it so elects, to require that all or any portion of the indices payable as compensation for elects, to require that all or any portion of the incurred to pay all reasonable costs, such taking, which are in excess of the amount required to pay all reasonable proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorneys feet both in the trial and appelate courts, costs and expenses and attorneys feet, both in the trial and appelate courts, one costs of the control of the position of the courts, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in	reference to this trust deed and its place of record, which the office of the County Clerk or Recorder of the county or counties in which the office of the County that he conclusive proof of proper appointment of the successor is that the deed that he conclusive proof of proper appointment of the successor
obtaining such compensation, promptly upon beneficiary a request.  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 for endorsement (in	17. Trustee accepts this trust when this decid, any executed no accepts this trust when this decid, any is indee a public record as provided by law, frustee is not obligated to notify any is made a public record as provided by law, frustee is not obligated to notify any action or party hereto of pending sale under any public below the public pending to the control of the public pending to the control of the public pending to the public
apputed to take such actions and execute such instruments as shall be necessary in expense, to take such actions, promptly upon beneficiary's request of beneficiary, obtaining any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of upperson 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	
The granter covenants and agrees to and with the beneficiar	y and those claiming under him, that he is lawfully seized in fee
The grantor covenants and agrees to that with the beneficial simple of said described real property and has a valid, unencumbe	red titled thereto

simple of said described real property and has a valid, unencumbered titled thereto

no.43 451

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active mamber of the Oregon State Bar, a bank, frust company or savings and loan association authorized to do business under the laws of Oregon or the United States, and the company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any age. 7213-80315

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والمحالة وخاصة والماث 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 it grantor is a natural person) are for business or commercial purposes other than age

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 teminine and the neuter, and the singular number includes the plural.

IN WITNESS WHERE. . . id 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 to the Rules and Regulations of the Office of Interstate Land Sales Registration. U.S. Department of Housing and Urban Development, in 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 advance of, or at the time of your signing the contract or agreement, it you received the property keport less than 48 nours prior to signing the contract or agreement you have the right to revoke the contract or agreement by notice to the seller until midnight of the third business day following the consummation 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.

(If the signer of the above is a corporation,

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Honolulu

SS.

February 02, 1979 before me, the undersigned, a Notary Public in and for said County and State, Thomas D. Pedersen personally appeared. known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at 7303B. Porter Loop, Wahiawa, HI

he was present and saw Ronald David Williams and Peggy Joyce

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 their name thereto as a witness to said execution

 $\mathcal{C}^{-1}$ Kouka Signature

FOR NOTARY SEAL OR STAMP



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TO					100	100	(*1):5 × 44.	a 1875.	10.211.00	100 A	455 MARINE
1 U		********					11-16-A-1		1000	2.7 1 1 1	Trustee
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The undersigned is the legal owner and holder of all indebtedness secured by the loregoing 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:

Beneficiary

Do not lase ar 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

Beneficiary

SPACE RESERVED

FOR

RECORDER'S USE

time play security and

## STATE OF OREGON

County of Klamath ....

I certify that the within instrument was received for record on the 8th day of March 1979 at 11:30 o'clock AM., and recorded in book M79 on page 5300 or as file/reel number 63671 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

AFTER RECORDING RETURN TO: Wells Fargo Realty Services in 572 E. Green Street Pasadena, CA 91101 KAREN STARK

Trust Services