

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

Lot 18 in Block 44 of Tract 1184-Oregon S

1978 in Volume 21, Page 20 of 22

Lot 18 in Block 44 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.

beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Seven thousand Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the within defined 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, date expressed therein, or herein, 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
2. To demolish any building or improvement
3. To remove or demolish any building or improvement
4. To comply with said property.

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

1. To protect, preserve and maintain said property in good condition and not to remove or demolish any building or improvement on said property or permit any waste of said property.
2. To demolish any building or improvement on said property that is in poor condition and not currently used for agricultural, timber or grazing purposes.

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.

any such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper 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, or to cause to be hereafter erected on the said premises available to the beneficiary, against all hazards as the beneficiary may require.

_____ and continuous _____ officers or searching agencies as _____ thereafter erected on said premises against _____ hazards as the beneficiary may from time to time incur loss or damage by or to the _____ beneficiary with loss payable to the _____ on the buildings now or _____ to the beneficiary as soon as insured; all policies of insurance not less than _____ procure any such insurance and all policies in companies acceptable to the _____ fifteen days prior to the expiration of any policy of insurance shall if delivered _____ placed on said buildings, to the expiration of any policy of insurance shall if delivered _____ the amount collected under any policy of insurance to the beneficiary; and _____ beneficiary upon any fire or other casualty incur loss or damage by or to the _____ terminate, or at option of beneficiary the same amount as grantor's expense _____ may be released to grantor. Such apportionment shall be applied by _____ such notice.

[illegible]

To appear in and defend any action or proceeding purporting to affect the security, 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 or proceeding by or against the beneficiary or trustee to pay all costs and expenses incurred between the grantor and the beneficiary's attorney's fees, including evidence of title and the entitlement to the beneficiary or the trustee; however, no fee shall be mentioned in the attorney's bill or thereon unless the amount of attorney's fee is herein described; and in all cases shall be fixed by the prevailing party shall appealable court if an appeal is taken.

It is mutually agreed that:

a. In a trial court,

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, and attorney's fees necessarily paid or incurred to pay all reasonable costs and expenses, shall be paid to beneficiary; paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable claim necessarily paid or incurred by beneficiary in the trial and appellate courts, and then upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such action and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request, beneficiary shall have the right to receive from grantor, without affecting the liability of grantor for the payment of, for cancellation of, or for the request of beneficiary, of any map or plat of said property: (a) join in granting any easement or creating any

restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled hereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not be less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time and at its option enter upon and take possession of said property or any part thereof, in its own name or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same's rents, issues and profits, including those past due and including reasonable attorney's fees and expenses of operation and collection, and indebtedness secured hereby, in such order as beneficiary may determine, to pay such rents, issues and profits.

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 to the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereby or invalidate any of the foregoing, and the beneficiary in his or her performance of any duty or done pursuant to any of the above secured hereby, immediately due and payable, the beneficiary may declare or deem the beneficiary may proceed to foreclose thereon, and if the above is not currently used, the beneficiary at his election may use the same for advertising and sale. In the latter event the trustee may proceed to foreclose this described real property and satisfy the obligations secured hereby to sell the said trust, and proceed to execute the obligations secured hereby to sell the said to 86,795.

[illegible]

in the notice of sale. The trustee may sell said property either in one highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the matters of fact shall be conclusive proof of the truth of the same, and the trustee, excluding the trustee, but including the trustee, shall be bound by the same.

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged by party hereto of selling 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 or savings and loan association authorized to do business under the laws of this state, its subsidiaries, affiliates or assigns.

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.

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and that he will warrant and forever defend the same against all persons whomsoever.

5310

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.

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 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 Christmas.

* 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, use the form of acknowledgment opposite.)

(ORS 93.4901)

STATE OF CALIFORNIA,

COUNTY OF Los Angeles } ss.

On 15 February, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARK WOOLEY

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, depose and said: That he resides at

Los Angeles; that he was present and saw Laurence R. Trumble and Linda Kay Trumble

personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Signature Gerald E. Green

Laurence R. Trumble
Laurence R. Trumble

Linda Kay Trumble
Linda Kay Trumble
Witnessed by Mark Wooley



FOR NOTARY SEAL OR STAMP



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: February 15, 1979

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

Grantor
Beneficiary

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

KAREN STARK
Trust Services

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 8th day of March, 19 79, at 11:30 o'clock A.M., and recorded in book M79 on page 5309 or as file/reel number 63677.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title

By Penelope White Deputy

Fee \$6.00