JAUST BLED 5410 5412 63739 THIS TRUST DEED, made this _ <u>20</u>± _ day of _ Cornell Lupei and Audrey A. Lupei, husband and wife . between TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described us: Lot 23 in Block 49 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. Tamil Decision EVEN beneficiary or order and made by grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable **Feb. 5**, 1990

Interact of maturity of the deep toyers, or any part thereof, or any interest is add, agreed to be obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all 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, preserve and maintain said property in good condition and repair. To protect the security of this trust deed, grantor agrees:

 To protect, preserve and maintain said property in good condition and repair.
 To complete or restore promptly and in good and workmantike manner any beinding or improvement which may be constructed, damaged or destroyed therein, and pay when due all costs incurred therefor.
 To complete or restore promptly and in good and workmantike manner any beinding or improvement which may be constructed, damaged or destroyed therein, and pay when due all costs incurred therefor.
 To complete with all laws, ordinances, regulations, covenants, conditions, and rent from saffecting said property; if the beneficiary so requests, to join in executing maintain insurance on the buildings now or unpain a may be deemed desirable by storaches made by fills officers or saching agencis to the there at an another not less than the ense ficiary may from time to the manner any procure the summers on or a head to be different and promptly differ or discres at least the sector of protect in the experiation of any procure the summers on or a reliated by discrete and promptly deliver receipts therefor the different manner any be evided or assessed upon or against loss or damage by fire and such order or subiling for the suprestate to the beneficiary and promises sectored hereby and in such order or buildings now or unpain a manner any be evided or assessed upon or against loss or assist and prometry tax's assessements, band of

with his obligation. 7. 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 for the the beneficiary or trustee's autorney's fees provided, however, in case the suit is been that you at the beneficiary or the trustee then the prevaling party shall be entitled at the beneficiary or the trustee then the prevaling party shall mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the prevalue to a prove the state.

It is mutually agreed that:

NOTE

It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the gent of eminent domain or condemnation, beneficiary shall have the next, with a rise to be used to be added and the poly of the ansatule replied to be added and the whethat have that all or one poly with the distinger parable as componention for use taking, which are in excess of the ansatule replied to pay all transmatch every expenses and attorney's fees no county paid or incurred by generation in which proceedings, that be poly and to be beneficiary in applied by it lives upon any reasonable costs and expenses and attorney's fees, both in the trial and appelate contris, applied upon the indebiedness secured hereby; and grantor agrees, at its own expense, to take such actions and executes 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 of beneficiary, payment of its fees and presentation of this deed and the note for endorsement of any person for the payment of the indebiedness, trastee may (a) consent to the making of any map or plat of said property; (b) join in centing 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 "preson persons legally entitled theretoi," and the recitals therein of any matters or facts shall mentioned in this paragraph shall be not less than 55. 10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person, by gene to by a court, and without regard to the adequacy of any security for the indentioned by a court, and without regard to the adequacy of any security for the interdent sets secured, sue or otherwise collect the rents, issues and profits, part thereof, in its own name unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph is hereof upon any indebtedness secured how any determine.

michading reachinghe interment's fees subject to paragraph i hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of compensation or awards for any taking or damage of the property, and the entering of the proceeds of fire and other instruce policies or compensation or awards for any taking or damage of the property, and the entering of the property of the proceeds of fire and other instruce policies or compensation or awards for any taking or damage of the property, and the entering of the grant enter of any indeftedness recence hereov or mixed for any action of any action of any action of any action of the property is not so currently used, the beneficiary of the clean provide of property is not so currently used. The beneficiary of the clean property is not so currently used in the beneficiary or the insiste to foreclose this trust deed by advertise of the beneficiary or the insiste is shall execute be advertised to the record as the clean of the shall execute the shall receive the beneficiary or the insiste to foreclose this trust deed by advertise of the obligations secured hereby, whereupon the insiste and property to satisfy the obligations secure thereby the insiste of the shall be avered on the manner provided the shall be advertised on the context hereby the insiste of the shall rescute the shall rescute the property to satisfy the obligation secured hereby the insiste of the shall be advertised on the manner provided the instance of the daw of the shall be advertised on the shall be adver

The second process of sale of containing the grantor and heneficiary, may purchase at the second process of sale of sale to payment to the powers provided herein, trustee stall apply the proceeds of sale to payment of (1) the expenses of sale, including the gather measured by the trust deed, (3) to all persons having recorded living apply the interest of the trust deed, (3) to all persons having recorded living approximate to the process provided herein, trustee shall employ the interest of the trust deed, (3) to all persons having recorded living appear in the other trust deed, (3) to all persons having recorded living appear in the other trust deed, (3) to all persons having recorded living appear in the other trust deed, (3) to all persons the other states and the trust deed as their interest of the trust deed as their interest of the provide the second living appear in the other provide when hereinst increases and the second living appearance of the second provide the second living appearance of the second provide the second living appearance of the second provide and the second living appearance of the second with a second living appearance of the second with a second living appearance of the second living appear

12-13

01031

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully scized in fee simple of said described real property and has a valid, unencumbered titled thereto

The Trust Deed Act provides that the trustee horeunder 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.

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 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.

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

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, Columbu Day, Veteran's Day, Thank String 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.

WITNESSED by

. 19

Trust Services

ornell, Lup

Beneficiary

Fee \$6.00

essea 😳 **5413**

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF CALIFORNIA, ANACLES SS. COUNTY OF 605 Staple 1979 24 SANVARY, On_ before me. personally appeared Fred Koehlevknown 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 be resides at Los Angeles; that Log Chell LogelFOR NOTARY SEAL OR STAMP 1.04sc-lf2_ICS) Withest (Rov. 7-74) Staple 1 - Same $\frac{Los A Ngeles}{he was present and saw Cocnell Lopel}; that$ <u>he was present and saw Cocnell Lopel</u><u>AND</u> <u>Avarey</u> <u>A</u>. <u>Lopel</u>;personally known to <u>hi7</u> to be the person describedin, and whose name is subscribed to the within and annexedOFFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA instrument, execute the same: and that affiant subscribell 1/15 name thereto as a witness to said execution LOS ANGELES COUNTY My comm. expires AUG 25, 1932 Signature_

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:

Do not lose or destroy this Trust Deed OR THE NOTE	which it secures. Both must be delivered to the trust	ee for cancellation before reconveyance will be made.
TRUST DEED Grantor Beneficiary	SPACE RESERVED FOR RECORDER'S USE	STATE OF OREGON County of Klamath I certify that the within instru- ment was received for record on the 9th day of Marc h, 19 79, at 10:55 o'clock AM., and recorded in book M79 on page 5412 or as file/reel number 63739, Record of Mortgages of said County. Witness my hand and seal of County affixed.
AFTER RECORDING RETURN TO Wells Fargo Realty Services 572 E. Green Street Pasadena, CA 91101 KAREN STARK		Wn. D. Milne County Clekr Title By Burucha Speloch Deputy