Sea Charles 38 17 873 TRUST DEED Vol. M19 Page MSAB 5427 63749 Right of Survivorship) Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Lot <u>3/</u> in Block <u>44</u> 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. 1661 - 4 認識がない ت) د سا Etogether with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise new 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. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SEVEN THOUSA **FINE** HUNDRED ---- Dollars, with interest thereon according to the terms of a promissory note of even date herewith, pavable beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and pavable February 10th 109 DEVEN THOUSAND beneficiary or order and made by grantor, the final payment of principal and interest nereof, if not sobner pand, to be due and payable. The dute 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 therein is sold, agreed to be sold, conveyed, assigned or allenated by the granter without first having expressed therein, or herein, shall become immediately due and payable. Expressed interest, or nervin, shall become intimediately used for agricultural, timber or grazi
 The above described real property is not currently used for agricultural, timber or grazi
 To protect, preserve and maintain said property in good condition and repairs not to remove or stone promptly and in good and workmanifie manner any building or improvement thereon; not to commit or stone promptly and in good and workmanifie manner any such financing submet due all costs incenting be constructed, duanaged or destroyed thereon.
 To complet all costs incenting be constructed, duanaged or destroyed thereon.
 To complet with all laws, ordiners, regulations, covenants, conditions, and such financing statements pursuant to the Uniffering so requests, to join in executing such many equire and to pay for films same in the Commercial Code as the beneficier and to pay for films same in the Commercial Code as the benefic any as the cost of all lies searches made by films officer so reaching agencies as may be due and to pay for films same in the Commercial Code as the benefic any as preduite and to pay for films same to the proper public office or offices, as searches agencies as the beneficiary may from time to time require in anoman to less than 5 and the beneficiary may from time to time require in a stand to the said property of humane code and the said property is the destrone of the said property in the to the beneficiary state and scale to the beneficiary in a sond as insured; if the grantor shall fail field be devered procure any such humanifier and pay policy of humane code as the beneficiary than any indebthedues for other instructer policy may be applied to the beneficiary is sond as insured; if the grantor shall fail y advente to the first any policy of humane code as the proper burget for the anoman to the tamp field or many policy of humane and any applied to the beneficiary is pond as index inder and proper tor the first proper shall be devered 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: restriction thereon; (c) toin in any subordination or other asycement affecting this devil or the lieu or charge thereof; (d) reconvex, without warrant, all or any part of the property. The grantee in any reconversioner may be deviled as the "person persons legislic particle diversion" and the recita's therein of any matters or facts shall mentioned in proof of the truthfulness thereof. Trustee's fees for any of the services 10. Upon any default by grantor hereunder, beneficiary may at any time with without regard to the adequacy of any sective to be appointed by a court, and enter upon and take possession of said property of me indebtedness hereby secured, unpaid, and apply the same, less costs and expenses of operation and collection, or including reasonable attorney's fees and/expenses to paragraph 7 hereof upon any including reasonable attorney, in such order a beneficiary may determine. indebteaness secured hereby, in such order as 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 the property, the collection of compensation or awards from the proceeds of the property, the collection of application or release thereof surgers that not cure or wike any default or not application or release thereof and the release of the property. and there are thereof and the proceeds of the property in the proceeds of the property in the proceeds of the property in the proceeds of the property is current to such only exclude the second thereof or involution of the property in the proceed of the property is currently used for aerical the such and year and the technical of the second thereof or the property is currently used for aerical the current and if the above the matter provided by law for mortgage for charge of the property in the such and the second thereof or the property is currently used for aerical the current, as a mortgage in the matter provided by law for mortgage for the institut of the current, as a mortgage the such and the thereof the institut end the second the relation of the such access the advective and the second there of the latter event the lengthcary or the trains the second thereof the latter event the beneficiary in the train the second thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the latter event the beneficiary or the trains to be thereof the addition secure hereofy are there additions to be thereof the addition the latter the addition the current hereofy at the thereof the lat law, and proceed to foreclose this trust deed in the manner provided in ORS380.740
13. Should the beneficiary elect to foreclose by advertisement and sale then the detail ta any reprint to five days before the date set by the instate for the the beneficiary on the granter prior to five days before the date set by the instate for the the beneficiary of the trust or other persons to privileged by ORS 80.700 minut then due, on the trust of the instate of an the other trust of the with this 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 foreclosure of this deed; to pay all costs and expenses, including evidence of fits and the beneficiary's or trustee by all costs and expenses, including evidence of fits and between the grantor and the beneficiary or the trustee then the prevaling parts shall be entitled to the attorney's fees provided, however, in case the suit is be entitled to the attorney's fees herein described, the amount of attorney's fees appellate court if an appeal is taken. excluding the trustee, but including the grantor and beneficiary, may purchase at the sate, and the sate of the sate sate of the sate of t It is mutually agreed that: A. In the event that any portion or all it said property shall be taken water the effet of reminent human or condemnation. Seneticiany shall have the year, or as effect, to require that all or any portion of the reveals proved to prove all resumptions inch taking, which are in excess by the relation proved to prove all resumptions are expenses and attorney's fees necessarily and conducted by grants in such costs and expenses and attorney's fees, both in the later of provident as the costs and expenses and attorney's fees, both in the state of the same balance explained to the indebtedness secured hereby; and proceedings, and the balance explained to take actions and execute such instrumments shall be necessary in 9. At any compensation, promptly upon beneficiary registed to be necessary in 9. At any compensation, promptly upon beneficiary in the other required to the proceedings obtaining the provident of the total and appelate counts, and for the balance execute such instrumment of the necessary in 9. At any compensation, promptly upon beneficiary and the balance explained of the fore-even presentation of this deed and the note for endowsers of any case of full recomposition of the balable deed and the note for endowsers of any of any map or plat of same of provident in the to the system any for consent to the making any of any map or plat of same of the balable of the same may (a) consent to the making any and the making any comment of the making any comment or creating any property is situated, shall be conclusive proof of property is situated, shall be conclusive proof of proper appointment of the successor 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action of proceeding in which grantor, being clays or trastee shall be a party unless such action or proceeding is brought by musice. 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 title insurance company authorized to insure title to real property of this state, it subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE:

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..... and that he will warrant and forever defend the same against all persons whomsoever 5428 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 the purposes of the stand of the second purposes. agricultural nurp 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. 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 to the Kules and Regulations of the Office of Interstate Land Sales Registration, C.S. Department of Housing and Croan 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 consumation 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. WITNESSED (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) A LOW MARK MARKING STATE OF CALIFORNIA, Angeles SS. COUNTY OF 65 SANVASY, 1979 On  $E_1$   $A_1VV\alpha_1\gamma_1$  1717 before me, the undersigned, a Notary Public in and for said County and State, personally appeared  $F_2 = W_1 + Oeh_1 + U_2$ , known to me to be the state of FOR NOTARY SEAL OR STAMP 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 <u>a c</u>resides at <u>Los HN9 cles</u>; that sc.-167 (G.S.) Witness (Rev. 7-74) he was present and saw Sherrie L. LAMB + William L. LAMB OFFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA personally known to  $ML^{m}$  to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same: and that alliant suffscribed\_h! 5\_ name thereto as a witness to said execution. LCS ANGELES COUNTY My comm. expires AUG 25, 1982 00 Signature\_ The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by be 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 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 mode STATE OF OREGON TRUST DEED SS. County of Klamath I certify that the within instrument was received for record on the 9th day of March , 19 79 at 10:56 o'clock A. M., and recorded Grantor or as file/reel number \_\_\_\_\_63749\_\_\_\_\_ SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE County affixed. ..... Beneficiary Wells Fargo Realty Services Inc. Wm. D. Milne 572 E. Green Street County Clek Title Pasadena, CA 91101 Litch Deputy KAREN STARK By Dernetha

Trust Services

Fee \$6.00