Recording Requested by: STATE OF CALCON, VOI. M/9 Page 8528 Wells Fargo Realty Services, Inc. 65653 Mr. and Mrs. Huntsinger Transaperica Title to the 13theory of April 4.0. 19 79 P.O. Box 606 11:04 ____ clobek _A___ M, and duly Waimea, HI. 96796 recorded in Vol. M79 of Deeds 8528 Vin D. Munthe State Circle Space above this line for recorder's useuntil further notice mail tax statements to bove fee_\$3.00_ Affix I.R.S. S_none in this space consideration \$7,200.00 Bargain and Sale Deed THIS DEED, dated _____ February 23, /under trust No. 7213 _____. 19 __ 79 , by Wells Fargo Realty Services, Inc. A California Corporation, as Trustee, hereinafter called "Grantor," to _____ Donald W. Huntsinger and Michaela A. Hunsinger, husband and wife as Tenants by the Entirety. 0 hereinafter called "Grantee," ----WITNESSETH 0: Grantor for good and valuable consideration to it paid by Grantee, the receipt of which is hereby acknowledged, y these presents grant, bargain, sell and convey unto Grantee, ______ heirs and assigns, all of the following does by these presents grant, bargain, sell and convey unto Grantee. Al's described real property situated in the County of Klamath in the State of Oregon, to wit: ---- heirs and assigns, all of the following 27 Lot 12 of Block 35 in 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. SUBJECT TO: (i) Taxes for the fiscal year 19_78 -19_79 (2) Covenants, Conditions, Reservations, Easements, Restrictions, Rights, Rights of Way, and TOGETHER WITH all and singular the tenements, hereditaments, appurtenances, rights, privileges and easements belonging or in anywise appertaining to any and all of the real property hereinabove described and defined and the reversion. TO HAVE AND TO HOLD said real property hereinabove described and defined unto Grantee, heirs and assigns, forever. IN WITNESS WHEREOF, said Wells Fargo Realty Services, Inc., A California Corporation as Trustee, the Grantor IN WITNESS WHEREOF, said wens rango rearry services, inc. A Cantornia Corporation as Trastee, the Granton herein, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed by its proper STATE OF CALIFORNIA Los Angeles On February 23, 1979 before me, the under-Wells Fargo Realty Services, Inc., signed, a Notary Public in and for said County and State, personally appeared Norfleet J. Howell a California Corporation as Trustee to m. to be the Vice President and Marilyn J. <u>McDuffie</u> orfleet Assistant Secretary of the Corporation that executed **ABSISTENT** Secretary or the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation there in named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws of a resolution of its board of directors. President J. McDuffie. ecretary WITNESS my hand and official seal. OFFICIAL STAL Cynthia M. Quosada Notwicz Charle Charlonnia PRINCIPAL OFFICE IN Million Otusada 1. (Seal) Notary Public in and for said County and State 3 My Commission Expires July 27, 1981 LOS ANGELES COUNTY

7213-80323

3 ঠ +79+ Vol. m19Page 8529 65654 TRUST DEED THIS TRUST DEED, made this TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY day of Po 19 29 . hetween WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: __ in Block ________ of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 12 Lot 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaments, 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 <u>first Hackson</u> beneficiary or order and made we grantor, the final payment of principal and interest thereon according to the terms of a promissory note of even date herewith, pay which there of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of stal nuch the beneficiary 's option, all oblications secured by this instrument, its back, then, at the beneficiary's option, all oblications secured by this instrument, we spectry or the maturity of the beneficiary stand. The there is sold, agreed to be wild, converted, assigned on all payment, the stand the trent of a payment of and payable. The above described test numerics and payable to the trents secured by this instrument is the date, stated above, on which the final installment of stal nuch the beneficiary's option, all oblications secured by this instrument, we spectry or the maturity date of all paymable. The above described test numerics and payable instrument is the date, stated above, on which the final installment of stal nuch the beneficiary's option, all oblications secured by this instrument, we spectry or the maturity date of all payments within a the term south assessed to be not converted. The above described test numerity is not currently used for aminimum to state according to the terms shall become immediately due and payable. Mar G. (5. 19 59 MA) restriction thereon, ics ion in any whordination or other accompany after time this deed or the lien or charge thereof, idi reconvet, without warranty, all or any part of the property. The grantee in reconversame may be described as the "person of persons (geally entitled therein," and the recetals therein of any matters or the is what mentioned in this practice of the transformer of the reconversame there is described as the "person of the transformer of the reconversation of the transformer of the second of the transformer of the reconversation of the state of the transformer of the reconversation of the state of the second of the state of the state of the state of the second of the state o individing 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 stall property, the collisition of support rests inter and profits on the proceedy of the and property in early indebtedness secured hereby, in such order as beneficiary may determine.
12. The entering upon and taking possession of stall property, the collisition of application or elease thereof at a taking the and when and when any indebtedness we are harded.
13. Upon detail to granty in parameters in an indebtedness we are higher of application or release thereof the and there index of any water and taking the angle of the parameters and the above the performance of any agreement hereinder, this performance of any agreement hereinder, the indepticary may declare all stars structures and the performance of any agreement hereinder, the structure and the above the beneficiary any proceed to fore back the theory of the data of a property is currently used for acriviting an event and it is also a structure of any interface or direct the travers or the instructure to be above the other travers of the instructure of the band real property is currently used for a structure or the proceed to be beneficiary and the structure of the band real property is determined of the constructure of the band real property is a more and cake to the travers or the instructure of the structure of the structure of the band real property is used. The beneficiary and the beneficiary and the secure and proceed to the structure of the band real property is to structure of the structure of part interest, is at optimistic of the provided the entry of the second seco with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trastee, and in any suit, action or foreclosure of this deed, to pay all costs and expenses, including any suit, action or foreclosure of this deed, to pay all costs and expenses, including any suit, action or here beneficiary so trustees a attorney's Jees provided, including evidence of title and between the grantor and the beneficiary or the unstee them the prevailing purport, that here attorney's fees herein described, the amount of attorney's fees appellate court of an apped is taken. activity the trustee selfs pursuant to the powers provided herein, trustee shall operating the trustee selfs pursuant to the powers provided herein, trustee shall operation of the trustee selfs pursuant to the powers provided herein, trustee shall operation of the trustee selfs pursuant to the powers provided herein, trustee shall competential of the trust example charge by the trust example charge trust example charge by the trust example charge by the trust example charge trust example trust example charge trust example tru It is mutually agreed that: S In the event that any portion or all of and property that be taken under the right of eminent domain or condemnation, beneficiany that have the right in it we right of eminent domain or condemnation, beneficiany that have the right in it we right of eminent domain or condemnation, beneficiany down of a source on any or not taking which are in every of the animate regime build by a source of any down property and attender's fees new every hyperboxic build by a source of any down provedings, while be paid to beneficiary and applied build by gratter in which provedings, while be paid to beneficiary and applied build by a source of the balance (original expense) and attender's fees, how much provide the source applied upon the indebledness which each with the intermedian decises at its own explained to rank and every the intermedian second at the solar explained to the beneficiary of the intermedian decises at the source obtaining and time and provide on the time applies any creation and payment of its fees and presentation of the source which are the intermediant of the high the intermediant of the high the intermediant of any map or plat of said property, (b) form in carting any casement to creating any of any map or plat of said property, (b) form in carting any casement or creating any It is mutually agreed that

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 Joan association authorized to do business under the laws of Oregon or the United States, a title inscrance company active red to make their company property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

and that he will warrant and forever defend the same against all persons whomsoever. 8530 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, lamily, 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, 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 constraint 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, Ihanksgiving and Christmer 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. * Donald W. Huntsinger Michaela a. Huntsinger n.t. 19 2-11-79 (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF _ STATE OF ____ ___. County of) ss.)ss. County of STATE OF HAWAII, SS Honolulu COUNTY OF_ February 20, 1979 before me. 01_ the undersigned, a Notary Public in and for said County and State, Richard F. Asmus personally appeared ... FOR NOTARY SEAL OR STAMP 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 _____ PO Box 564, Haleiwa, HI • that Donald W. Huntsinger أبينه he was present and saw Donald w. and Michaela A. Huntsinger 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. Eugenie C. Canho Signature . n owner and nonzer of all machinedness secured by the toregoing frust 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 lase or destray this Trust Reed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made TRUST DEED STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the 18th day of April , 19 79, at 11:04 o'clock A M., and recorded in book 1179 on page or as file/reel number 65654 Grantor 8529 SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary AFTER RECORDING RETURN TO Wh. D. Milne TA County Clerk Title By Ternetha Arebich Deputy Fee \$6.00