

65669

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

Lot 35 in Block 40 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on Map 1184-01-02-03-04-05-06-07-08-09-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-102

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now 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 FIVE THOUSAND Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to THE FIRST NATIONAL BANK OF CHICAGO and interest hereof, if not sooner paid, to be due and payable 1989 in the event of default in payment of said note by the grantor without first having been notified by the grantee of the maturity date of said note.

[illegible][illegible]

The above described real property is not currently used for agricultural purposes as defined under California law.

To protect the security of this trust deed, grantor agrees

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
permit any waste of said property,

and in good and workmanlike manner may
construct, damaged or destroyed thereon,
and

To comply with said provisions, if the beneficiary to receive the proceeds of the insurance policy is not the insured, the beneficiary shall be deemed to have accepted the insurance policy subject to the provisions of the Uniform Commercial Code as to the effect of such assignments and shall be deemed to have agreed to pay for the insurance policy and to pay for the insurance policy by filing officers or searching agencies as may require and of all lien searchers made by the insurance on the buildings now or hereafter owned by the insured.

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in companies acceptable to the grantor. Not written in companies of insurance shall be delivered to the beneficiary payable to the latter; all policies of insurance shall for any reason be void if the grantor shall fail for any reason to deliver to the beneficiary a grantor's

[illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said premises, the undersigned hereby deliver receipts therefor to beneficiary; should the undersigned for any part of such taxes, assessments and other charges become past due, the undersigned hereby deliver receipts therefor to beneficiary; the undersigned hereby waive any default or notice of default hereunder or in any other instrument and to such notice.

[illegible][illegible]

6. To pay all costs, fees and expenses of the trustee incurred in connection with the administration of the trust.

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 foreclosure of this deed, to pay all costs and expenses, including evidence of title, the beneficiary's or trustee's attorney's fees provided, however, in case the beneficiary or trustee's attorney or the beneficiary or the trustee then the prevailing party in the suit, action or proceeding, the amount of attorney's fees to be paid by the beneficiary or trustee shall be as herein described, but not the trial court or

It is mutually agreed that:

[illegible]

expenses and disbursements incurred by the beneficiary in the prosecution of the proceedings, shall be paid to beneficiary by the grantor, and the grantor shall pay the costs and expenses and attorney's fees, both in the proceedings, and the costs and expenses incurred by beneficiary hereby, and grantor agrees, at the necessity paid or indebtedness secured by such instruments as shall be necessary applied upon the indebtedness and execute such instruments as shall be requested by beneficiary, to take such action, promptly upon written request of beneficiary, for obtaining such compensation, from time to time upon written request for endorsement of the instrument, and the presentation of this deed and the note for endorsement to the bank. At any time and from time to time upon written request of beneficiary, the grantor shall pay to beneficiary the amount of the indebtedness secured by such instruments as shall be necessary applied upon the indebtedness and execute such instruments as shall be requested by beneficiary, to take such action, promptly upon written request of beneficiary, for obtaining such compensation, from time to time upon written request for endorsement of the instrument, and the presentation of this deed and the note for endorsement to the bank. At any time and from time to time upon written request of beneficiary, the grantor shall pay to beneficiary the amount of the indebtedness secured by such instruments as shall be necessary applied upon the indebtedness and execute such instruments as shall be requested by beneficiary, to take such action, promptly upon written request of beneficiary, for obtaining such compensation, from time to time upon written request for endorsement of the instrument, and the presentation of this deed and the note for endorsement to the bank.

(v) At any time and from time to time after the date hereof, the trustee may, without affecting the liability payment of its fees and presentation of this deed and the non-occurrence of full reconveyance, for cancellation, trustee may (a) consent to the person for the payment of the indebtedness, (b) join in granting any easement or right of way over any map or plat of said property, (c) execute any instrument required by law to carry out the purposes of this deed, and agrees to and with the borrower.

The grantor covenants and agrees to and with the b
simple of said described real property and has a valid, un

NOTE: The Trust Deed Act provides that the trustee hereunder may not be a bank or savings and loan association authorized to do business under the laws of this state, its subsidiaries, affiliates, agents or branches.

er rights thereunto belonging or in anywise now or hereafter appertaining and the
section with said real estate.

whereon according to the terms of a promissory note of even date heretofore made by the grantor, to wit: _____, 1989, if not sooner paid, to be due and payable _____, on which the final installment of said note becomes due and payable. In the event of default by the grantor in the payment of said note, the entire principal and interest thereon, on which the final installment of said note becomes due and payable without first having been so sold, conveyed, assigned or alienated by the grantor without first having been so sold, conveyed, assigned or alienated by the grantor, in respect of the maturity dates required by this instrument, irrespective of the maturity dates of said note, shall be due and payable by the grantor to the grantee.

purposes

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

[illegible][illegible]

12. Upon default by grantor in payment of the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above property is currently used for agricultural, timber or grazing purposes, the beneficiary may foreclose this trust deed in equity, as if said real property were a mortgage. However, if said real property is not currently used for agricultural, timber or grazing purposes, the beneficiary may foreclose this trust deed at law.

[illegible]

13. Should the beneficiary elect to foreclose by advertisement and sale, the trustee shall give notice of the sale, in the manner provided by ORS 86.795, to the beneficiary, at least five days before the date set by the trustee for the sale, and shall also give notice of the sale, in the manner provided by ORS 86.795, to the lender, at least five days before the date set by the trustee for the sale.

[illegible]

14. Otherwise, the sale shall be held on the date and at the time and place as above provided, and the trustee may sell said property either in whole or in separate parcels, payable at the time of sale, and may convey the property to whomever he may desire, and the proceeds of the sale shall be paid to the holder for cash, as required by law and the terms of the deed. The trustee shall deliver to the holder a receipt for the proceeds of the sale, and shall also deliver to the holder a copy of the deed of sale, and shall also deliver to the holder a copy of the deed of sale, and shall also deliver to the holder a copy of the deed of sale.

[illegible][illegible]

16. For any reason permitted by law, beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor or successors to any trustee so appointed, and without conveyance of a successor hereunder. Upon such appointment, and without conveyance of a successor hereunder, the latter shall be vested with all title, powers and duties of the trustee named or appointed hereunder. Each such appointment of a successor trustee, herein named or appointed hereunder, by beneficiary or by any person, shall be made by written instrument executed by beneficiary or such person, in which the name of the person named, and which, when received by the trustee named herein, shall be deemed to constitute the appointment of such person as a successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is filed for record in the County Clerk's Office, and the property is situated, shall be conclusive proof of proper appointment of the trustee.

17. Trustee accepts this trust which is not a public trust. Trustee is not a party hereto if made a party he making or proceeding is brought by trustee.

beneficiary and those claiming under him, that he is lawfully seized
incumbered titled thereto

I am an active member of the Oregon State Bar, a bank, trust &
insurance company authorized to insure title.

either an attorney, who is an active member of the Oregon State Bar,
laws of Oregon or the United States, a title insurance company authorized to insure title
s, or the United States or any agency thereof.

7213-80324

The grantor covenants and agrees to and with the beneficiary and those claimants of said described real property and has a valid, unencumbered title thereto

The grantor covenants and agrees to and with the beneficiary, _____, that the grantor has a valid, unencumbered title thereto simple of said described real property and has a valid, unencumbered title thereto.

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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~~This deed applies to any business or commercial purpose other than agricultural~~

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* **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.)

WITNESSED BY James A. (C) [Signature]
DATE 2-16-79

STATE OF HAWAII,
COUNTY OF _____ Honolulu } SS.

Signature Gyegua C. Kumbane

FOR NOTARY SEAL OR STAMP

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 made.

TRUST DEED

STATE OF OREGON
County of Klamath } ss.

Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk:	Title
2	

By Hermetas Soto Deputy

Fee \$6.00

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

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

KAREN STARK
Trust Services