1738	5743 TRI	38-18068 JST DEED	Vol. Mg	Page	8670
THIS TRUST DEEL	D, made this da	vor_ Felou		- 。うう	9
- Phyllis O	2 12-6			, 19	, between
SERVICES, INC., a CALI	E INSURANCE COMPANY, a CALIF FORNIA CORPORATION, TRUSTI	ORNIA CORPORATION	N as Trustee, and	WELLS FA	, as Grantor, RGO REALTY
		NESSETH:			
Grantor irrevocable COUNTY, OREGON, des	ly grants hargains salls and comment	to trustee in trust, with	power of sale,	the property	in KLAMATH
Lot in Block 1978 in Volume 21, Page	7.0 of Tract 1184-Oregon Shor 29 of Maps in the office of the Cour	es-Unit 2-1st Addition : ity Recorder of said Cou	s shown on the	map filed or	November 8,
	 Minimal Anthony (1986) and property of the control of	Marie V			
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TOK THE PURPOSE OF SECUR	enements, hereditaments and appurtenances and all fixtures now or hereafter attached to or used it RING PEREPRIMANCE of each agreement of gra		·	/	
	Dougra, With interi	est thereon according to the turn.		of even data has	Sarl
The date of maturity of the debath within described property, or a obtained the written consent or approprized therein, or herein, shall be The above described real property is To protect the security of this	t secured by this instrument is the date, stated any part thereof, or any interest therein is sold rowal of the beneficiary, then, at the beneficiary come immediately due and payable. not currently used for agricultural, timber or graz	hereof, if not sooner paid, to be e above, on which the final installn , agreed to be sold, conveyed, as v's option, all obligations secured	due and payable	mes due and payer the grantor with the grantor with the grantor with the grantor with the grant and	the In the event hout first having e maturity dates
I. To protect, preserve and main not to remove or demolish any build	trust deed, grantor agrees; ntain said property in good condition and repair; ling or improvement thereon; not to commit or	restriction thereon; (c) join	in any subordination	n or other agreen	nent affecting this
2. To complete or restore prom building or improvement which may and pay when due all costs incurred to 3. To comply with all laws, ond restrictions affecting said property; if such financing statements pursuant to any may re ire and to pay for film well as the cost of all lien searches may be deemed destrable by the bene and to be a suit openited to provide and continuously hereafter erected on the said premise hazards as the bengefigary may from	niain said property in good condition and repair- ting or improvement thereon; not to commit or pity and in good and workmanlike manner any be constructed, damaged or destroyed thereon, herefor, improce, regulations, covenants, conditions, and if the beneficiary so requests, to join in executing of the Uniform Commercial Code as the benefici- tame in the proper public office or offices, as made by filing officers or searching agencies as indicated to the proper public office or indicated the proper public office or offices, as indicated to the proper public office or indicated the proper public office or indicated to the searching agencies as indicated to the proper of the property indicated to the property the grantor shall jail for any reason to deliver said policies to the beneficiary at least of any policy of insurance now or hereafter ary may procure the same at grantor's expense, and the property of the property of the property of of or other insurance policy may be applied by ecuted hereby and in such order as beneficiary	restriction thereon; (c) join deed or the lien or charge; the property. The grantee is persons legally entitled there be conclusive proof of the timentioned in this paragraph 10. Upon any default it due notice, either in person, without regard to the adequenter upon and take postess sue or otherwise collect the unpakd, and apply the sum including reasonable attorn indebtedness secured hereby,	acy of any security fo ion of said property o	or the indebtedne. Trany part thereo	ss hereby secured, f. in its own name
beneficiary with loss payable to the it to the beneficiary as soon as insur procure any such insurance and to a fifteen days prior insurance and to a fifteen days prior in the expiration placed on said buildings, no beneficiary and the amount collected and placed beneficiary upon any indebtedness a may determine any fir.	written in companies acceptable to the deter all policies of insurance shall be delivered to the grantor shall jail for any reason to deliver said policies to the beneficiary at least of any policy of insurance now or hereafter ary may procure the same at grantor's expense, or other insurance policy may be applied by ceuted hereby and in such order as beneficiary	11. The entering upon as such rents, issues and profits, compensation or elaste thereo, application or release thereo, notice of default hereunder or 12. Upon default by gran in his performance of any agr	nd taking possession of the proceeds of for any taking or dail of as a foresaid, shall reinvalidate any act do	of said property, fre and other insu- mage of the pro- not cure or waive me pursuant to su-	the collection of trance policies or perty, and the any default or

beneficiary upon any indebtedness secured hereby and in such order at beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release abail not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 suffered property before any part of such taxes, assessments and other charges that may be levied or assessed upon or against suffered from the following fractor fail to make payment of any taxes, assessments and other charges become past of the order of the following fractor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described as considered that be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of early the coverants hereof and for such payments, with interest as aforesist, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured his trust deed.

6. To pay all costs feet and expenses of this trust including the cost of title warch as well as the other costs and expenses of this trust including the cost of title with this obligation.

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 proceedings which the beneficiary or trustee may appear, including any suit for the foreclosure of the deed, to pay all costs and expenses, including evidence of title not between the granton trustee's attorney's fees provided, however, in case the suit is been the granton of the proceeding party shall be entitled to the attorney's fees herein described; the amount of attorney's fees mentioned in this paragraph it all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that:

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3. 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, which are in excess of the amount required to grantor in such proceedings, shall be poid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and applied costs and expenses and attorney's fees, both in the trial and applied costs and expenses and attorney's fees, both in the trial and applied costs and expenses and attorney's fees, both in the trial and applied costs and expenses in curred by beneficiary in such proceedings, and the balance applied upon the indebtedness severed hereby, and grantur agreet, at its own expense, to take such actions and expense the standard prometry 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 (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the helectedness, trustee may (a) content to the making of any map or plat of said property; (b) join in granting any easement or creating any

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums described real property immediately due and payable. In such an event and if the above the beneficiary may proceed to foreclose this trust deed in equity, as a mortage in the manner provided by law for mortgage foreclosures. However, if said real property is not so currently used the property as the election may proceed to foreclose this trust deed of open control in not so currently used, the beneficiary as the election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the heneficiary or the trustee to foreclose this trust deed by advertisement and sale. In the latter event the heneficiary or the trustee shall executed excribed real property to awtiten notice of default and his election to sell the said described real property to advertise to be recorded to the said and proceed to foreclose this trust deed in the manner provided in ORS/NA. The law, and proceed to foreclose this trust deed in the manner provided in ORS/NA. 13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to live daw before the date set by the trustee for the trustee's sale, the grantor or other person to privileged by ORS/NA. 760, may pay to the beneficiary or his successors in interest, returnly, the current amount then due, under the terms of the trust deed and the obligation secure amount then due, under the terms of the trust deed and the obligation secure amount then due, and expenses actually incurred in enforcing the terms of the obligation and trustee's as would not then be due had no default occurred and such portion of the principe and attorney's feet not exceeding \$50 each to there of the property either in one highest bidder for cash, payable at the time of sale property either in one highest bidder for cash, payable at the time of sale property either in one highest bidder for

matters of jett mail be conclusive privil of the uniquimess interest. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed. (3) to all persons having recorded lies subsequent to the interest of the trustee and element of the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus (1 any, to the grantor or to such surplus (1 any, to the grantor or to such surplus (2) the surplus (3) the grantor of the surplus (3) the grantor of the surplus (4) the surplus (4) the grantor of the surplus (4) the grantor of the successor interest entitled to such surplus (4) any total expension of the grantor of the successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter hall be appointened, and without conveyance to the successor trustee, the latter hall be appointened, and without conveyance to the successor trustee, the latter hall be depointed hereunder. Each such appointment and substitution shall be made by weith a strainment executed by beneficiary, containing reference to this trust deed and (it place of record, which, when recorded in the property is tituated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledges 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 or proceeding is brought by trustee.

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

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.

Pasadena, CA 91101

KAREN STARK Trust Services