36363	65756	TRUST D	FED Vol. <u>M79</u> P	age_ 8689
388	,	57 day of	MARCH	
	T DEED, made this	da	A DAILTER MISED	no Ann W. 65 Grantor
		MPANY "CALIFORN	IA CORPORATION as Trustee, an	d WELLS FARGO REALIY
RVICES, INC.,	A TITLE INSURANCE CO , a CALIFORNIA CORPOR	RATION, TRUSTEE as <i>WITNESS</i>	Delicities, 1	
		WITNESS	rustce in trust, with power of sale	, the property in KLAMATH
Grantor in	revocably grants, bargains, ON, described as:	, sells and conveys to th	asice in trust, with power sy	•
		general de la companya de la company		o man filed on November 8,
ı. <u>23</u> in	Block <u>3(</u>	1184-Oregon Shores-U	nit 2-1st Addition as shown on the corder of said County.	ic map
78 in Volume		* . *		
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		and ensurtenances and all	other rights thercunto belonging or in anywis onnection with said real estate.	e now or hercafter appertaining, and the
gether with all and nts. issues and profi	singular the tenements, hereditaments thereof and all fixtures now or he	ereafter attached to or used in c	onnection with said real estate.	HORTY-SIX HUM
FOR THE PURPO	OSE OF SECURING PERFORMAN	CE of teat agreement of a		ry note of even date herewith, payable
76HT [-			reof, if not sooner paid, to be due and payabl	111111111111111111111111111111111111111
The date of matu	rity of the debt secured by this in	strument is the date, stated abo	treof, if not sooner paid, to be due and payabove, on which the final installment of said not greed to be sold, conveyed, assigned or alien to print all obligations secured by this instru	ated by the grantor without first havi
IS MITHER DESCRIPTION	property, or any part mereoj, of consent or approval of the benefit herein, shall become immediately d	riant them at the Dencillary a	ove, on which the final installment of said no- igreed to be sold, conveyed, assigned or alien option, all obligations secured by this instru-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
pressed increme	and property is not currently used t	for agricultural, timber or grazir	ng purposes	
To protect the	e security of this trust accu, granto	to anot sandition and repair:		dination or other agreement affecting onvey, without warranty, all or any pa
ot to remove or de	moush any building of impression said property.	tt.m.milka manuar anv	persons legally entitled thereto, and the	recitals therein of any matters or facts percol. Trustee's fees for any of the ser
uilding or improved	Il costs incurred therefor.	and someones conditions and	10. Upon any default by grantor he	reunder, beneficiary may at any time
3. To comply to	aid property; if the beneficiary so		without regard to the adequacy of any se	curity for the indebtedness hereby sect
ry may require and	all lien searches made by filing of	ficers or searching agencies as	the or otherwise collect the rental tasks.	of apprecian and collect
nay be deemed desi	irable by the beneficiary. and continuously maintain insura	nce on the buildings now or damage by fire and such other	including reasonable attorney is jeen indebtedness secured hereby, in such orde	r as beneficiary may determine.
azards of the gene	written in	companies acceptable to the	11. The entering upon and taking po- such rents, issues and profits, or the proc	ssession of said property, the collection eeds of fire and other insurance polici
beneficiary with 10: to the beneficiary	as soon as insured; if the grante	or shall fail for any reason to	compensation of awards jor any laws	3 . L. II was ourse or wrive one defail
	insurance and to deliver said pone	of insurance now or nerealier		
nfteen days prior			12. Upon dejault by grantor to pay	the same story may declare all
placed on said buil The amount coiled honeliciary upon a	dings, the beneficiary may procure tied under any fire or other insura my indebtedness secured hereby ar	nd in such order as beneficiary	in his performance of any agreement for secured hereby immediately due and posservined real property is currently used	under, the beneficiary may declare all tyable. In such an event and if the a for agricultural, timber or grazing purp
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placed on said buil The amount collec- the amount collec- may determine, or part thereof, may waive any default to such notice.	ddings, the beneficiary may procure ddings, the beneficiary may procure teed under any fire or other insure may indebtedness secured hereby are at option of beneficiary the entitle be released to grantor. Such applica or notice of default hereunder or build premises free from constructions.	nd in such order as beneficiary re amount so collected, or any tition or release shall not cure or nyalidate any act done pursuant on liens and to pay all taxes,	in his personnance of any agreement new secured hereby immediately due and py described real property is currently used the beneficiary may proceed to sorrective the manner provided by law for mortgage is not so currently used, the beneficiary rout deed in equity as a mortgage or directive timent and sale. In the latter even	under, the beneficiary may declare all syable. In such an event and if the a for agricultural, timber or grazing purf this trust deed in equity, as a morts, foreclosures. However, if said real proat his election may proceed to foreclose of the trustee to foreclose this trust det the beneficiary or the trustee shall extended to the trustee.
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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 Ber, 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 it grantor is a natural person) are for business or commercial purposes other than a

\$ 1808 £

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.

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 by notice to the seller until midnight of the third business 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.

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

COUNTY OF_

(ORS 93.490)

STATE OF_

TATE OF HAWAII, Honolulu

SS.

1 STATE OF

March 05, 1979 the undersigned, a Notary Public in and for said County and State,
David Dunlop 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 250 Kaalawai St, Honolulu, HI ; that he was present and saw Dale E. Painter and Priscilla A. personally known to him 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.

Signature Urgue C

FOR NOTARY SEAL OR STAMP

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said I no 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 said trust deed or pursuant to statute, to cancel an evidences of indeptedness 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:

TRUST DE	ED
	Grantor
	Beneficiary
AFTER RECORDING RETURN T	====

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 19th day of April , 1979, at 10:27 o'clock A.M., and recorded in book M79 on page 8689 or as file/reel number 65756 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. .D Milne

County Clerk

SS.

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

KAREN STARK

Trust Services

Fee \$6.00