

TRUST DEED

65798

THIS TRUST DEED, made this 16th day of March, 1979, between
JAMES A. AUSTIN AND MARGARET H. AUSTIN, HUSBAND AND WIFE, as Grantor,
TRANSAMERICA TITLE INSURANCE CO., as Trustee,
and WELLS FARGO REALTY SERVICES, INC., TRUSTEE UNDER TRUST 7219, as Beneficiary,
WITNESSETH: _____ in trust with power of sale, the property

and WELLS FARGO REALTY COMPANY, as Trustee, do hereby certify that the foregoing is a true and correct copy of the original instrument recorded in the office of the County Clerk of Klamath County, Oregon, on this _____ day of _____, 19____.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 12 in Block 14 OREGON SHORES SUBDIVISION-Tract #1053 in the County of Klamath, State of Oregon, as shown on the Map filed on October 3, 1973 in the Volume 20, Pages 21 and 22 of MAPS in the office of the County Recorder of said County.

BOSS, DEED

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.

PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the

TO NINETEEN-----58/100--- Dollars, with interest

made by grantor, the

now or hereafter appearing, shall read real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor, the sum of 58,100 Dollars, with interest thereon, according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the TWO THOUSAND TWO HUNDRED NINETEEN

final payment of principal and interest hereof, if not sooner paid, to be due and payable

The date 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 alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein shall become immediately due and payable.

The within described real property is not currently used for agricultural, timber or grazing purposes.

(c) consent to the making of any map or plat of said property; (b) join in any partition thereof; (c) join in any

[illegible][illegible][illegible]

6. To pay all costs, fees and expenses of the trustee incurred in its search as well as the other costs and expenses of trustee's attorney in connection with or in enforcing this obligation and trustee's attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary of 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 title and the trustee's attorney's fees, shall be bound by the judgment of the court entered in this paragraph 7 in any judgment or decree of the trial court and in the event of an appeal such sum as the appellant or attorney grantor further agrees to pay such sum as the appellate court shall adjudicate reasonable as the beneficiary's or trustee's attorney fee free on such appeal.

8. That the trustee shall be taken

[illegible]

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.

7219-90340

7219-90340

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 title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

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 agricultural purposes.~~

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.

* 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; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.
(1) the signer of the above is a corporation, use the form of acknowledgment opposite.)

James A. Austin
JAMES A. AUSTIN

Margaret H. Austin
MARGARET H. AUSTIN

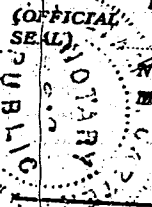
STATE OF ~~OREGON~~ Kentucky
County of Fayette
MARCH 21, 1979
Personally appeared the above named
JAMES A. AUSTIN and
MARGARET H. AUSTIN

(ORS 93.490)
STATE OF OREGON, County of _____ ss.
_____, 19____

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.
Before me: *William A. Austin*
Notary Public for ~~Oregon~~ Kentucky
My commission expires: aug 21, 1982

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me: _____
Notary Public for Oregon
My commission expires: _____ (OFFICIAL SEAL)



REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee
The 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 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: _____, 19____
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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

JAMES A. AUSTIN
MARGARET H. AUSTIN

Grantor

WELLS FARGO REALTY SERVICES, INC.

Beneficiary

AFTER RECORDING RETURN TO D. PARK

WELLS FARGO REALTY SERVICES, INC.
100 EAST GREEN STREET
PASADENA, CALIF. 91101

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath ss.
I certify that the within instrument was received for record on the 19th day of April, 1979, at 3:11 o'clock P.M., and recorded in book M79 on page 8748 or as file/reel number 65798.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Kim D. Milne
County Clerk
By *Kimberly Spatrick* Deputy
Fee \$6.00