8-182 2 Vol. 79 Page 9225 TRUST DEED Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: Lot _______ in Block _______ of 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. 56 $\tilde{\Box}$ 22522 242 E ž APR 519 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 BURPOSE OF SECURING PERFORMANCE if such agreement of grantor herein contained and payment of the sum of <u>firsty as the first of the debt secured by this instrument is the date</u>, stated above, on which the final installment of all pair becomes due and payable. In the event The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of all noted by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary of other therein, shall become immediately due and payable. States above, on which the final instrument, irrespective of the maturity duret provide the written consent or approval of the beneficiary, then, at the beneficiary of other. The above described real property is not currently used for stated to real payable. obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all carries the security of this become immediately due and payable.
The shore described real property is not currently used for agricultural, timber or grazing purposes
To protect the security of this trust deed, grantor agrees:
To protect, prearve and maintain said property.
To completenent which may building or improvement thereon; not to commit any waste of add property.
To completenent which may be constructed, damaged or destroyed thereon, and you contract the security of the beneficiary so requests, to join in executing agricultural to the Uniform Contract Code as the benefic, are and pay when dpip with all laws, ordinances, regulations, coordinates, and to pay for filing same in the proper public office or offices or searching agencies at the there and continuously maintain insurance on the buildings now or hereafter ereceived of the beneficiary.
The advance of a sid outlings, the beneficiary.
The amount collected under any first of the granter equire in an amount not least that may be levied or assessed upon or araphasit and to pay at taxes, any indebted thereof, may b release to the granter and to collected or grantor. Such application or release shall not curve or invalidate any act done purposes or acarbing act done provises in the second to grantor. Such application or release shall not curve or invalidate any act done pays at taxes. restriction thereon; [c] join in any subordination or other agreement affecting this deed or the lien or charge thereof; [d] reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or the property. The grantee in any reconveyance may be described as the "person persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than 35. Mentioned in this paragraph shall be not less than 35. Mentioned in this paragraph shall be not less than 50. If the services are also any default by grantor hereinder, beneficiary may at any time with 10. Upon any default by grantor hereinder, beneficiary may at any time with also notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness thereby secured, without regard to the adequacy of any security for the including those past due and sue or otherwise collect the rents, issues and profits, including those past due and sup and and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine. including 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 suid property, the collection of the rents issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the complexition or netease thereof as aforesaid, shall not cure or waite any default or notice of default hereinder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indefault or such any default or provided real property is currently used for any ended in equity, as a mortgage in this performance of any agreement hereunder. In such a cent and if the above described real property is currently used for any taking or gracing proves, if said real property is currently used for the teneficiary may proceed to forectose the transities that equity as a mortgage in the such sector or the teneficiary may proceed to forectose the teneficiary or the trustee shall exceed the sector of the such sector of the such sector of the such sector of the sector of the such sector of the such sector of the such sector of the trustee shall exceed the sector of the such sector of the trustee shall exceed the formation or one period and the date set by the trustee of the format of the date of the such as and sector of the trustee shall for the not of the period of the date and the obligation sectored the date. The tene tene is the section to set the such and proceed to foreclose this trust deed in the manner provided in ORSIS6. 740 to 856. 740 to 85 Walve any default or notice of default hereunder or invalidate any actions of any organization of the second present present thereof, and the amount so path the second present of the definition present thereof and the amount so path the second present of the definition there are set of the second present thereof and the amount so path the second present of the definition there are set of the second present thereof and the second present of the definition there are set of the second present the secon with this obligation. To appear in and defend any action or proceeding purporting to affect the recurity rights once the beneficiary or trustee; and in any suit, action or proceeding in which deed, to pay all costs and expenses, including any suit for the proceeding of this deed, to pay all costs and expenses, including early suit, action the beneficiary is one that beneficiary or trustee that have the suit is the beneficiary is one of the beneficiary or the trustee then the preventing party shall be entitled to the atomety's fees been beneficiary or the trustee then the court of atomety's fees be entitled to the atomety's fees shall be fixed by the trial court or by the appellate court if an appeal it taken. matters of fact shall be concusive proof of the interficiency, may purchase at the excluding the trustee, but including the granitor and beneficiency, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceche trustee in a reasonable charge by trustee's attorney, (2) to the compensation of the trust deed, (3) to all persons having recorded liens by the trust deed, (3) to all persons having recorded liens in the trust deed as their interests may subsequent to there at the trust deed, (3) to all persons having the trustee and the trust deed, as their interests may subsequent to there in the trust deed, (3) to all persons having the trustee and the trust deed as their interests may subsequent to the other of their privity and (4) the surplus. 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It is multitully agreed that: A 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 is so right of eminent domain or condemnation, beneficiary shall have the right, of it so right of eminent domain or condemnation, beneficiary shall be accompensation for sech taking, which as in excess of the amount required to ray or prentor in such expense and attempy's fees necessarily paid or incurred by pentor in such proceedings, shall be paid to beneficiary in such proceedings, and the balance necessarily paid to incurred by beneficiary in such proceedings, and the balance necessarily paid to indebtedness secured hereby; and grantor again of balance obtaining and compensation, promptly upon beneficiary request. 9, At any time and from time to time upon when ore for endorsement (cary, 9, At inty teres and presentation of this deed and reflate of any of any case of full reconvegence, for cancellation), without affecting the liability of any of any of het payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said property; (b) join in granting any easement or creating any of any map or plat of said prope office of the Count shall be conclusive proof of proper appointment and exhousted ged property is situated, shall be conclusive proof of proper appointment and exhousted ged 17. Trustee accepts this trust when this deed, duly executed and acknowledged 18. Trustee accepts this trust when this deed, of trust or of any action or party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such 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 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 foan essociation authorized to do business under the laws of Oregon or the United States, a title insurance company euthorized to insure title to real property of this state, its subsidiaries, affiliates, egents or branches, or the United States or any agency thereof. NOTE: 7213-80337

and that he will warrant and forever defend the same	against all persons whomsoever.
3.00 10V	against all persons whomsoever. 9226
The grantor warrants that the proceeds of the loan r	epresented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, lamily, househousehousehousehousehousehousehouse	old or agricultural purposes (see Important Notice below), see persoh) are for business or commercial purposes other then agricultural
This deed applies to, inures to the benefit of and b	inds all parties hereto, their heirs, legatees, devisees, administrators, execu- irm beneficiary shall mean the holder and owner, including pledgee, of the
contract secured hereby, whether or not named as a beneficial masculine gender includes the leminine and the neuter, and	ary herein. In construing this deed and whenever the context so requires, the
	hereunto set his hand the day and year first above written.
to the Rules and Regulations of the Office of Interstate Land Sa dvance of, or at the time of your signing the contract or agreeme the contract or agreement you have the right to revoke the contra- lay (ollowing the consummation of the transaction. A business da	ce to the seller if you did not receive a Property Report prepared pursuant les Registration, U.S. Department of Housing and Urban Development, in mt. If you received the Property Report less than 48 hours prior to signing ct or agreement by notice to the seller until midnight of the third business ay is any calendar day except Sunday, and the following business holidays: dence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and
IMPORTANT NOTICE: Delete, by lining out, whichever warranty (of applicable; if warranty (a) is applicable and the beneficiary in r such word is defined in the Truth-in-Lending Act and Regula eneficiary MUST comply with the Act and Regulation by maki isclosures. If compliance with the Act not required, disregard	s a creditor thion Z, the ng required Nene & wasa
	Alm H
If the signer of the above is a corporation, se the form of acknowledgment opposite.] (ORS 93	DATE Febrary 16, 1979
STATE OF HAWAII,	
COUNTY OF Honolulu	} ss.
On February 20, 1979 the undersigned, a Notary Public in and for said Con	before me,
personally appeared Chris Hanson	EOP NOTARY SEAL OR STAND
known to me to be the person whose name is sub within instrument as a witness thereto, who bein	oscribed to the
sworn. deposed and said: That <u>he</u> resides a 59–379 Makana Rd, Haleiwa, XI	
he was present and saw Wilfred K. and Trene K. Iwasa	
personally known to <u>him</u> to be the personally	son described
in, and whose name is subscribed to the within	and annexed
instrument, execute the same; and that affiant subscr name thereto as a witness to said execution.	noed <u>chiest</u>
Signature Cuquin C. Cant	
	Trustee
O:	ndebtechess secured by the foregoing trust deed. All sums secured by said
"O: The undersigned is the legal owner and holder of all in rust deed have been fully paid and satisfied. You hereby are aid trust deed or pursuant to statute, to cancel all evidence	ndebtec'ness secured by the loregoing trust deed. All sums secured by said e directed, on payment to you of any sums owing to you under the terms of as of indebtedness secured by said trust deed (which are delivered to you
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