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38-182,42 66167 TRUST DEED Vol. 79 Page 9329 13558 WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, in Block 30 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. A transport and the content of the c . Burnelia i go, se foi chedicare energiada de lactoria de la constitución de la Christopher F. avila Falcine Bergs

Karen DeMarto

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter apportaining, 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 The sum

Bollars, 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 final payment of principal and interest hereof, if not sooner paid, to be due and payable March 10 1990

The date of maturity of the debt secured by this instrument is the date, stated above, on which the flial 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 allenated 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.

obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all expressed therein, or herein, shall become immediately due and payable.

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

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair, and to remove or demolith any building or improvement thereon; not to commit or permit any waste of said property, and in good and workmanitie manner any building or minure thereon; and to executing with all laws, ordinances, regulations, covenants, conditions, and the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well on the said premises against loss or damage by fire and such other hearing agencies as well as the cost of all lien searches made by filling officers or exacting agencies as well on the said premises against loss or damage by fire and such other hearing agencies as well as the cost of all lien and to pay lied to the latter; all policies of insurance all be delivered beneficiary with loss payable to the latter; all policies of insurance and be delivered beneficiary with loss pay

peri mercoj, may or retruseu to grander or invalidate any act done pursuant to such notice of default hereunder or invalidate any act done pursuant to such notice of such premises free from construction then and to pay all tast such assessments and other charges that may be levied or assessed upon or against said sursuments and other charges that may be levied or assessed upon or against said property before any part of such lases, assessments and other pleary; should the definition of the property of the

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 proceeding in which the beneficiary or trustee may appear, including any suit for the proceeding in which the beneficiary or trustee may appear, including evidence of title and foreclosure of this deed, to pay all costs and expenses, including evidence of title and foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary or interest the providing party shall be the arganized and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees herein described; the amount of attorney's fees mentioned in this paragraph 7 in all costs shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that:

**R. In the event that any portion or all of said property shall be taken under the R. In the event that any portion of menglicary shall have the right, if it so right of eminent domain or condemnation, beneficiary shall have the right, if it is right of eminent and the said or any portion of the munits payable as compensation for elects, to require that all or any portion of the munits payable as compensation for expenses and attorney's feet necessarily paid or insured by gentlier and expenses and attorney's feet necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secure the paraby, and gentlier gentlier, and the balance applied upon the indebtedness secure such instruments as shall be necessary in expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary request.

9. At any time and from time to time upon written request of beneficiary, payment of its feet 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 indebtedness, trustee may (a) consent to the making person for the payment of the indebtedness, trustee may (a) consent to the making person for the payment of the indebtedness.

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 persons legally entitled ereteo." and the rectalts therein of any matters or facts shall be conclusive proof of the truthfulnest thereof. Trustee's fees for any of the services mentioned in this padgraph shall be not less than \$5.

10. Upon are in person, by agent or by a receiver to be appointed by a court, and duth onlice, the 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 exceeded to the adequacy of any security for the indebtedness thereby exceeded to the adequacy of any security for the indebtedness thereby exceeded to the adequacy of any security for the indebtedness thereby enter upon and take possession of said property or any past thereof, in surven name are or otherwise collect the rents, issues and profits, including those past due and unpub. The same, less costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any publishedness 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 said property, the collection of such rents, tissues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the amounted paragraph 7 hereof any taking or damage of the insurance policies or compensation or release thereof as a foresaid, shall not cure outlet any default or notice of default hereunder or invalidate any act done pursuant vauch notice. In the performance of any agreement hereunder, the breight was a mort and if the above secured hereby immediately due and payable destinated real property is currently used for this trust deed in equity, as a mort again the manner provided by taw for mort again that the decision may proceed to foreclose this trust deed in equity as a mort again the manner provided by taw for morting the election may proceed to foreclose this it is not so currently used, the beneficiary that the election may proceed to foreclose this trust deed in equity as a mort again or direct the mattee to foreclose this trust deed by advertisement and sale. In the latter notice of default and his election to tell the said advertisement and sale. In the latter notice of default and his election to tell the said described real property to saity, the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law, and proceed to foreclose this trust deed in the manner provided in ORSi68. 740 to 86,795.

13. Should the beneficiary elect to foreclose by advertisement and sale then rustee is sale, the grantor or other persons on privileged by ORS 68, 760, may pay to the beneficiary of his successors in interest, respectively, the entire amount then the more of the terms of the beneficiary of his trust dead and the obligation secured threeby (including off and expenses actively

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 items subsequent to the interest of the trustee (1) in the trust deed as their interests may suppear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such mand therein or to any successor trustee a successor or successors to any trustee ment therein or to any successor trustee appointed hereunder. Upon such expenditude the such addition of the control of the sale of the view of the surplus of the surplus of the sale of the sale of the control of the country. Clear or Recorded the expenditude to beneficiary, containing inference to this trust deed and its place of record, which, when recorded in the office of the Country. Clear or Recorder of the country occurries in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by tax. Trustee is not obligated to notify any 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 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 subsidieries, affiliates, apents or branches, or the United States or any agency thereof.

RECORDER'S USE

Beneficiary

Wells Fargo Realty Services In and 572 E. Green Street and shad

Pasadena, CA 91101 KAREN STARK

Trust Services

By Semetha Shot Choputy

Mn.D. Milne

Fee \$6.00

County Clerk....

County affixed.