Vol. 79 Page 9332 TRUST DEED 50,00 66169 THIS TRUST DEED, made this \_\_\_\_\_\_ TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. day of Labruar Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: in Block 32 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. the state of the s the state of the second state of the second state of the second s er yen strukt strummer i sventste den gened, eil fra Ender i nicht gekondern diget der dietellege von in der Nicht der stellige til mit 100 gebiede eile stellige in der die Bestellige eine Stellige von der der Stellige in der die die Option von der Stellige der der der der der der der Fred A. DeMorie Lorgotte Cole 4 a 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 PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Seven 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 final payment of principal and interest hereof, if not sooner paid, to be due and payable Narch 10 the within described property, or any part thereof, or any interest therein a sold, agreed to be a construction the written consent or approval of the beneficiary, then, at the beneficiary's option, all of construction therein, shall become immediately due and payable.

The above described resi 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.

2. To complete entrure promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed fiveren, and any when dual the searches reputations, coverants, conditions, and any any when dual the searches reputations, coverants, conditions, and any any when dual the searches reputations, coverants, conditions, and any any search state of the searches reputation of the property public officers of fivers of the search of the sear 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 exconveyance may be described as the "person of the property of the grantee in any exconveyance may be described as the "person of person of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person, by agent or by a receiver to be appointed by a court, and due notice, either in person, by agent or by a receiver to be appointed by a court, and the notice, either in person, by agent or by a receiver to be appointed by a court, and eithour regard to the adequacy of any security for the indebtedness hereby secured, withour regard to the adequacy of any person part thereof, in its own name or otherwise collect the entity, issues and profits, including loss past due and supposit, and apply the same, less solit and expenses of operation and collection, including reasonable attorney's fees subject to paragraph hereof upon any indebtedness secured hereby, in such order as beneficiary may determine. see or otherwise collect the rents, issues and profits, including those was or otherwise collect the rents, issues and apply the same, less conts and expenses of operation and collection, unguid, and apply the same, less conts and expenses of operation and collection, unguid, and apply the same, less conts and expenses of operation and collection of including reasonable attorney's fees subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph 7 hereof upon any including the compensation or awards for any taking or damage of the property default or application or release thereof as a foresaid, shall not cure or walve any default or application or release thereof as a foresaid, shall not cure or walve any default or notice of default hereunder or invalidate any act done pursuant to such a different property in the property of the property in a payment of any indebtedness secured hereby or 12. Upon default by granem thereunder, the beneficiary may be above secured hereby immediately rently used for agricultural, timber or gracing purposes, described real property them and payable. In such an every default, the beneficiary may proceed to foreclose this trust deed in quilty as a mortgage or direct the trusts deed inquilty, as a mortgage in the beneficiary may be a mortgage or direct the trusts of foreclose this trust deed in quilty and amortgage or direct the trusts of foreclose this trust deed in development and mortgage or direct the trusts of foreclose this trust deed in trust deed in fore the described real property to satisfy the obligation and his election to sell the said and cause to foreclose this trust deed and and a selling the selling trusts and the said and trust of the said and trust of the said property to satisfy the obligation societ thereof as then required by trustee shall see the meanine provided in ORSISA. 740 trust extended the said and trust of the successor in interest, respectively, the entire amount demander of the successor in the successor in interes

with this obligation.

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 sult for the foreclosure of this deed, or pay all costs and expenses, including evidence of this deed, or pay all costs and expenses, including evidence of this deed, or pay all costs and expenses, including evidence of this deed, to the provided when the prevailing party shall between the grantor and the beneficiary or the trustee then the prevailing party shall between the grantor and the beneficiary or the trustee then the prevailing party shall between the grantor and the beneficiary or the trustee then the prevailing party shall be tween the grantor and the beneficiary or the trustee then the prevailing party shall be fixed by the trial court or by the appellate court if an appeal is taken.

appellate court if an appeal is taken.

It is mutually agreed that:

A. In the event that any portion or all of said property shall be taken under the right, if it is or that of eminent domain or any portion of the monies payable and compensation for elects, to require that are recess of the amount required to pe all reasonable custs, such taking, which are in excess of the amount required to pe all reasonable custs, such taking, which are in excess of the amount required to pe all reasonable expenses and attorney's fees necessarily paid or incurred by beneficiary and applied by if first upon any reasonable rocts and expenses and attorney's fees, both in the trial and appellate courts, costs and expenses and attorney's fees, both in the trial and appellate courts necessarily paid or incurred by beneficiary in such proceedings, and the belance necessarily upon the indebtedness secured hereby, and grantor agrees, at its own applied upon the indebtedness secured hereby, and grantor agrees, at its own expense, to take such exclusing upon beneficiary request.

9. At any time and from time to time upon writen request of beneficiary, obtaining such compensation, promptly upon beneficiary request.

9. At any time and from time to time upon writen request of beneficiary case of full reconstance, for concellation, writer may all consent to the making person for the payment of the indebtedness, trustee any all 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

property is situated, shall be conclusive proof of property is situated, shall be conclusive proof of property is provided by the property of the proof of provided by the provided of provided of

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 loar, association authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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

9333

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, lamily, household or agricultural purposes (see Important Notice below),

(b) for an organisation, or (even it grantor is a natural person) are for business or commercial purposes other than a

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 beneficiery 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 teminine 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.

xon

Corragino Bellario

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 consummation of the transaction. A business day is any calendar day except Sunday, and the following business holidays: Christmas.

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,

Fred A. DeHario

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

STATE OF CALIFORNIA,

On Arch 1979 before me the undersigned, a Notary Public in and for said County and State, personally appeared March Marc

OFFICIAL S NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My comm. expires AUG 25, 1982 TOTAL SEAL GREEN CALIFORNIA <sup>™</sup>INTY ?5, 1982

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said In a undersigned is the legal owner and holder of all indebtedness secured by the loregoing 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 have under the terms of the parties desidented by the terms of said trust dead to you said thus 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 frust 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 DEED Grantor

Beneficiary AFTER RECORDING RETURN TO Wells Fargo Realty Services Inc 572 E. Green Street

Pasadena, CA 91101

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON County of Klamath

I certify that the within instrument was received for record on the \_\_\_\_\_25thday of April \_\_\_\_\_, 19 ...79 , at 11:01 o'clock M., and recorded in book M79 on page 9332 or as file/reel number 66169 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wn. D. Milne

County Clerk By Burnetha Statoch Doputy

Fee \$6.00

KAREN STARK