38-18449 9917 Voi. M79 Page TRUST DEED . Stee 66497 22. between Do wald Edward Christian and Tosophice Mary Christian husban har witeas, as Groniber, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. WITNESSETH: the entirety. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as: 1 in Block 39 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. ----ogether with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the ents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE OF SECORING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of <u>POUR</u> <u>Phous</u> <u>established</u> to <u>constant</u>, payable to <u>Giv</u> <u>Current Constant</u>. Dollars, with interest thereon according to the terms of a promissory note of constant in <u>Current</u> <u>Second</u> ~ CONTINE CONCORE OF SECONDARY CONTRACTOR OF C FOR bitained 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:

 To protect, preserve and maintain said property in good condition and repair.
 To protect, preserve and maintain said property in good condition and repair.
 To complete or denoil property fromptly and in good and workmanike manner any waste of said property.
 To complete or improvement thereon, not to commit or improvement thereon, not commit continue of the property and in good and workmanike manner any building or improvement thereon, not constructed therefor.
 To complete or side property; if the beneficiary, so requests, to join in executing the cost of all lien searches made by filing officers or searching ageneties as may be constituent to the Uniform Commercial Code as the beneficiary and the oust of all lien searches made by filing officers or searching ageneties as may be constituent on the subproper bable of the suid property and the out the said erg ageneties as any beneficiary may from time to time requirements agained by the beneficiary with loss payable to the latter; all policies to the beneficiary at the insurance and into efficient of insurance shall be desired or and continuously maintain insurance policy of insurance now or k-after placed on said buildings. The beneficiary way procure the same at grantor's expension to note experiment, or the expension or places thereby and in such order as beneficiary at the beneficiary the entire amount so collected, or any plate thereof, may be cleazed to grantor. Such application or release shall not clear the beneficiary with loss payable to the latter; all policies of insurance shall be desire restriction thereon; (c) join in any subordination or other agreement affecting this deed or the line or charge thereof; (d) recurvey, 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 "offerson or be conclusive proof of the renthfulness thereof. Trustee's fees for any of the services be conclusive proof of the runthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than 55. mentioned in this paragraph shall be not less than 55. Mentioned by grantor hereunder, beneficiary may at any time with 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 suithout regard to the deduce; of any becurity for the indebicdness hereby secured, without regard to the deduce; secured is an otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection uncluding those past due any including reasonable attorney's fees subject to paragraph 7 hereof upon any indebiedness secured hereby, in such order as beneficiary may determine. 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 issues and profits, or the proceeds of fire and other insurance policies are compensation operate thereof as aforesaid, shall not cure or waive any default or application can be are thereof as aforesaid, shall not cure or waive any default or not application of any aprenent hereinfort, the beneficiary may declare all arms in the proceeding of the property, and the secured free property and the secure of the property in the proceeding of the property and the proceeding of the property and the secure of the property is currently used for agricultural limber or grading the beneficiary may declare all arms the beneficiary may proceed to foreclose this trust deed in equity, as an origination of the beneficiary and the said of the said and the section by the section the beneficiary and the beneficiary and the beneficiary and the said the said the said the said of the said the said the section of the said property is currently at this election may proceed to foreclose the said the election to be recorded his written notice of default and he lectering the said exceeding the base for the beneficiary at this election the election with the said exceeding and the beneficiary at the beneficiary or the truster shall exceeding the said the said the said the beneficiary is the said the sa part thereof, may be released to grantor, since prime unrown, so concreted, on any waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To kend there charges that may be level or assessed upon or against said property from any part of such taxes, assessments and other charges there charges that may be level or assessed upon or against said property from any part of such taxes, assessments, insurance premium for the different of the opport, with the formation of the different of the opport of the different of the opport of the different of the opport of the opport of the opport of the opping the different of the opping the different dect.
6. To appear in and defend any action or proceeding purporting to affect the section of henelicity, or truster of any on the trust decd. Link, and proceed to foreclose this trust deed in the manner provided in ORS186,740 to 86,795. 13. Should the beneficiary elect to foreclose by advertisement and sale then fire default at any time prior to five days before the date set by the trustee for the pristee's sale, the grantor or other person so privileed by ORS 86,760, may pay to rustee's sale, the grantor or other person so privileed by ORS 86,760, may pay to pristee's sale, the grantor or other days before the date set by the trustee for the beneficiary or his successors in interest, respectively, the entire annuml then due, and etherns of the trust deed and the obligation secured thereby (including costs and attorney's fees not exceeding S50 each) other than such portion of the forincipal and would not then he due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee. Al. Otherwise, the sale shall be held on the date and at the time, and place designated in the notice of sale. The trustee may sell sail property so fold, to the highest bidder for cash, payable at the time of sale. Trustee shall delive to the highest is deed in form as required by a conveying the property so and, old, any without any commant or warranty, express or implied. The recitats in the deed of any without any commant or warranty, express or implied. The recitats in the deed of any without any commant or warranty end the grantor and before. 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 trustees may appear. Including evidence of thile and foreclosure of this deed, to pay all costs and expenses, including evidence of thile and the beneficiary's or trustee's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary or the trustee then the prevailing party is fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal it taken. matters of jact shall be conclusive proof of the transfurness intercor, any pressing excluding the trustee, but including the grantor and beneficiary, may purchase at the sile. 13. 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 opperation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trustee (3) to all persons having recorded liers obligation secured by the trustee in the trust deed as their interests may subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantine or to his successive or hierest entitled to such surplus. 16. For any reason permitteel by law beneficiary may from time to time appoint a successive or hierestories to any most have beneficiary may from time to the grantine appear in the order of their priority and hereinder. Fach such appoint appear in there is and the appointment, and without conversance to the successive truttee, the latter shall be verted with all title, powers and duties conferen-and in the successive or the context of the context on counties and these conferen-and being and the successive proof of proper appointent excended in the office of the County Clerk or Recorder of the county on counties in which the property is studied, shall be conclusive proof of proper appointent of the successor trustee. 17. Trustee accepts this trust when this deed, dudy executed and as knowled and provided by law. Thus to all out of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. It is mutually agreed that: 8. In the event that any portion of all of sold property shall be taken under the set of enimeti domain at condennation, beneficiary thall have the right, if it so right of enimeti domain at condennation, beneficiary thall have the right, if it so right of enimeti domain of condennation, beneficiary thall have the right, if it so such taking, which are in excess of here another another provide a compensation for proceedings, shall be paid to beneficiary and upfled by it forst upon any reasonable costs and expenses and attorney's feet, not in such proceedings, and the balance necessarily paid or incurred by beneficiary in such proceedings, and the balance necessarily paid or incurred by beneficiar hereby; and grantor agrees, at its own applied upon the indebtedness director and histometra stabilities necessary in expense, to take such actions and execute neith instruments as shall be necessary in obtaining such compensation, momethy upon beneficiary's request. 9. At any time and presentation of this deed and the note for endorsement in process of full reconveyance of the indebtedness, trustee may (a) consent to the making of any map or plat of sold property; (b) join in granting any easement or creating any of any map or plat of sold property; (b) join in granting any easement or creating any 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 bereunder 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.

7213-80383

and that he will warman 1	d_t t			
and that he will warrant and forever	defend the same against a	all persons whomsoever.	Sec. 391	8
The grantor warrants that the proc (a)* primarily for grantor's personal	eds of the loan represented	by the above described note	and this trust dead area	
(a)* primarily for grantor's person (b) for an organization, or (even i pupperos.	grantor-is-a-natural-persoh)	are for business or commerci	ant Notice below),	
This deed applies to impress to the	• ••• • • • • •			
				of the
IN WITNESS WHEREOF, so You have the option to your contract of	and grantor has hereunto	set his hand the day and	year first above written	
You have the option to void your contract or to the Rules and Regulations of the Office of advance of, or at the time of your signing the c	Interstate Land Sales Registrati	er if you did not receive a Proper on, U.S. Department of Housing	and Urban Development in	
the contract or agreement you have the right to	revolue the sector	erred me rioperty Report less th	an 48 hours prior to signing	
day following the consummation of the transa New Year's Day, Washington's Birthday, Memo Christmas.	orial Day, Independence Day, L	ndar day except Sunday, and the abor Day, Columbus Day, Vete	following business holidays:	
		Λ is a		
* IMPORTANT NOTICE: Delete, by lining out, wh not applicable; if warranty (a) is applicable an or such word is defined in the Truth-in-Lendin peneficiary MUST comply with the Art		July Edu	and Chit	
seneficiary MUST comply with the Act and Re disclosures. If compliance with the Act not re			ry Christean	
	quirea, aisregard this notice.	-	1/17	
If the signer of the above is a corporation,		WITNESSED BY	A. A.	
se the form of acknowledgment apposite.)	(ORS 93.490)	DATE 5-	13-791	
STATE OF HAWAII,)			
	olulu } SS.			
On March 16,	1979 before me	-		
the undersigned, a Notary Public ir	and for said County and State	5, 6,		
personally appeared <u>Kich</u> known to me to be the person wi	ard F. Asmus	FOR NO	TARY SEAL OR STAM	P
within instrument as a witness th	ereto, who being by me dul			
sworn. deposed and said: That <u>h</u> PO Box 564, Haleiw	eresides at	-		
	onald Edward Chrief	lan		
personally known to <u>him</u> in, and whose name is subscribe	to be the person described d to the within and annexed	d d		
instrument, execute the same; and t	nat affiant subscribed		2005	
liame ineren as a uninece to eata	execution.			
name thereto as a witness to said	Carland .		a contract contraction	
Signature <u>uppuis</u> C.	Fauhare		and the control of the second se	
Signature <u>Eugenie C</u> .	Fouhare, Trustee	-	and the second	
Signature <u>Unpution C</u> .	Kauhare , Trustee	cured by the foregoing trust	deed. All sums secured by s	aid
Signature <u>Wymin</u> <u>C</u> . The undersigned is the legal owner and ist deed have been tully paid and satisfied. id trust deed or pursuant to statute to can	Kauhane , Trustee holder of all indebtedness ser You hereby are directed, on cel all wideness directed, on	payment to you of any sums of	wing to you under the terms	ot i
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