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S\$88

TRUST DEED

Voi. 79

66513

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH

Lot 35 in Block 46 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, COUNTY, OREGON, described as: 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County.

obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all continued the written consent or approval of the beneficiary, then, at the beneficiary's option, all continued the written consent or approval of the beneficiary, then, at the beneficiary's option, all continued the written and to be consented the property in the continued the property in the continued the property in the continued the property in the property in the continued thereon, and to commit or into common to remove or demotits any building or improvement thereon; not to commit or interest of the property in the property in

wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep add premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said assessments and other charges that may be levied or assessed upon or against said due or delinquent and promptly deliver receipts therefore to beneficiary; should the grantor fall to make payment of any taxes, assessments insurance premiums, lient of other charges payable by grantor, either by direct apparent or by providing other charges payable by grantor, either by direct apparent or by providing tother charges payable by grantor, either by direct apparent, beneficiary may, at its beneficiary with fund with with to make such payment, with interest at the rate left of the in the note genured hereby, together with and become a part of the direct payargaphs 6 and 7 of this trust deed shall be added in the obligations described in the coverants hereof and for such payments, with interest as aforesaid, the property the coverants hereof and for such payments, with interest as aforesaid, the property they are bound or the payment of the obligation horize, and the nonpopurent behalf of the payment of the obligation horize, and the nonpopurent thereof shall at the option of the beneficiary render all sums secured by his trust deed immediately due and payable without notice, and the nonpopurent deed immediately due and payable without notice, and the nonpopurent of the pay all costs, fees and expenses of this trust including the cost of title each of this trust deed in the other costs and expenses of this trust including the cost of title each of this trust including the cost of title each of the payment of the payment of the trustee incurred in connection with this obligation.

7. To appear in and defend any action or proceeding purporting to contact on the payment with the solution.

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 any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee is attorney's fees provided, however, in case the sult is between the grantor and the beneficiary or the trustee then the prevailing party shall be untitled to the attorney's fees herein described; the amount of attorney's fees be entitled to the attorney's fees herein described; the amount of attorney is fees mentioned in this paragraph. In all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent familiar or condemnation, hentificiary shall have the tight, if it is eight of eminent familiar or condemnation, hentificiary shall have the tight, if it is eight of eminent papers of the same of the sounder papers of the same of the same of the sounder papers of the same of the same of the papers of the same of the same

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 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 described the property of the truthylates thereof. Trustee's fees for any of the services onclusive proof of the truthylatess thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

mentioned in this paragraph shall be not less than \$5.

mentioned, 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 due notice, either in person, by agent or by a receiver to be appointed by a court, and either the person of said property or any part definest hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured, without regard to the deductory of any and profits, including those past due and suc or otherwise collect the rents, issues and profits, in olderation and collection, including reasonable airorney'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, issues and profits or the proceeds of fire and other insurance policies or application or release thereof a foresaid, shall not cure or waive any default or application or release thereof a foresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In 20 Upon default by grantor in payment of any indebtedness secured hereby or in the profit of any agreement hereunder, the beneficiary may declare all sums is performance of any agreement hereunder, the beneficiary may declare all sums described real property is currently used for agricultural, timber or grating purposes, described real property is currently used for agricultural, timber or grating purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary that the lection may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed and and sale. In the latter event he neighbour or the trustee shall fix the time and place of sale, give notice thereof as then required the written notice of default and his election to sell the sale waive time to the property to satisfy the obligations secured hereby, whereupon the law, and proceed to foreclose this trust deed in the manner provided of ORS[86, 740, 13]. Should the beneficiary elect to foreclose by advertisement and sale then 13.

and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by too 80.75. Should the beneficiary elect to foreclose by advertisement and sale then 13. Should the beneficiary elect to foreclose by advertisement and sale then 14. Should the beneficiary elect to foreclose by advertisement and sale then 15. Should the beneficiary of his persons on privileged by ORS 86, 760, may pay to the steep ficiary or his successors in merest, respectively, the entire amount then due, the beneficiary or his successors in merest, respectively, the entire amount then due, the beneficiary or his successors in merest, respectively, the entire amount then due, and ether the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred the officiary of his successors in merest, respectively, the entire amount then due, and attorney's fees not exceeding \$50 each other than such portion of the principal as would not then be due had no default occurred, and thereby (including costs as would not then be due had no default occurred, and thereby course the sale shall be held on the date and place 14. Otherwise, the sale shall be held on the date and property either in one 14. Otherwise, the sale shall be held on the date and property either in one designated in the notice of sale. The trustee may sell sai property either in one highest bidder for cash, possible at the time of sale. Thustee shall deliver to the highest bidder for cash, possible at the time of sale. The restee shall deliver to the highest bidder for cash, possible at the time of sale. The restee shall deliver to the highest of fact shall be conclusive proof of the trustiquess thereof. Any person, matters of fact shall be including the grantor and beneficiary, may purchase at the excluding the trustee sells uncluding the grantor and beneficia

excluding the trustee, but including the grantor and beneficiary, may purchase at the excluding the trustee, but including the grantor and beneficiary, may purchase at the asple to the proceeds of sale to payment of (1) the expenses of sale, including the 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 attentive, (2) to the solid particles of the interest of the trustee of the proceeding of the process having records appear in the interest of the trustee of the trustee of the trustee of the trustee of the process of t

property is situated, shall be conclusive proof of proper appearant and acknowledged trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged it made a public record as provided by law. Trustee is not obligated to notify any fix made a public record as provided by law, other 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 scized 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 properly of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. 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 if grantor is a natural person) are for business or commercial purposes other than agricultural purnoses-

This deed applies to, inures to the benelit 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 leminine and the neuter, and the singular number includes the plural.

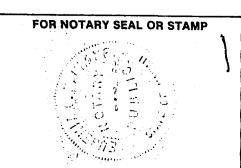
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

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 contract or agreement you have the right to revoke the contract or agreement by notice to the seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, and the following business holidays:

New Year's Day Washington's Birthday Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thankshiving and

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Lab 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.	Coloured V. Jabobier Teresita L. Fabobier
(If the signer of the above is a corporation, use the form of acknowledgment opposite.) CORS 93.490 STATE OF	WITNESSED BY Chros Hanson DATE March 12, 1979 County of) 85.
STATE OF HAWAII, COUNTY OF Honolulu SS.	
On March 16, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hanson	
personany appeared	EOR NOTARY CEAL OR CTAME

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn denosed and said: That he resides at 59-569 Makana Rd, Haleiwa, HI : that Edmund V. Fababier was present and saw and Teresita L. Fababier personally known to Him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed __their



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. Intal le	conveyance 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		STATE OF OREGON Ss.
		County of Klamath sss. I certify that the within instru-
		ment was received for record on the 2nd day of May , 19.79, at 11:11 o'clock a. M., and recorded
Grantor	SPACE RESERVED	in book M79 on page 9941 or as file/reel number 66513, Record of Mortgages of said County.
	FOR RECORDER'S USE	Witness my hand and seal of County affixed.
Beneficiary		
Wells निकालक विकास क्रिकेट Inc 572 E. Green Street		Wm. D. Milne
Pasadena, CA 91101	And the second s	County Clerk Title
KAKEN STARK		By Serretha Solls of Deputy

Fee \$6.00