

THIS TRUST DEED, made this 8th day of March, 19 , between Sally Jo Hanna, single woman, as Grantor, Transamerica Title Insurance Co., as Trustee, and Wells Fargo Realty Services, Inc., a California Corporation, Trustee under Trust 7213, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 47 in Block 19, Oregon Shores Subdivision Unit 2, Tract 1113, in the County of Klamath State of Oregon, as shown on the Map filed on December 9, 1977 in Volume 21, Page 20 in the office of the county recorder of said county.

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 Four Thousand Fifty-Two Dollars and 55/100 Dollars, with interest

thereon according to the terms of a promissory note or even date instrument, payable to the order of the undersigned, in the sum of _____ Dollars, with interest thereon at the rate of _____ per cent per annum, until the same shall be paid, and the principal and interest hereof, if not sooner paid, to be due and payable _____, which the final installment of said note

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

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 the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property; and not to do any act or workmanlike

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all cost incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in obtaining such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary;

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ _____, written in _____, all

and such other hazards as the beneficiary may desire, written in an amount not less than \$10,000.00, with loss payable to the latter; all monies payable to the beneficiary shall be delivered to the beneficiary as soon as insured; and if the grantor shall fail for any reason to procure any such insurance, or if the grantor shall fail to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount so collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness of beneficiary the entire amount so collected, or may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute any default or notice of default hereunder or invalidate any part or the whole of this agreement.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges are past due or delinquent and promptly deliver receipts therefor.

[illegible]

all sums secured by this trust
ate a breach of this trust deed.

6. To pay all of the costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

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 such action or 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's attorney's fees; the amount of the trustee's fees mentioned in this paragraph 7 in all cases shall be fixed by the court and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary or trustee's attorney's fees on such appeal.

8. 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 it so elects, to require that all or any portion of the monies payable to beneficiary, such taking, which are in excess of the amount required

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, a portion or any part of the property, the grantee in any such reconveyance may be described as the "person or 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 \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents and profits therefrom, and secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents and profits, including those past due and unpaid, and apply the same to pay less costs and expenses of operation and collection, interest and reasonable attorney's fees upon any indebtedness secured hereby, and 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 lre and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon the performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However, if the said property is not so currently used, the beneficiary may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall exercise the cause to be recorded his written notice of foreclosure and advertisement to sell the said described real property to the satisfaction of the obligations secured hereby, whereupon the trustee shall, at the time and place of sale, give notice thereof as required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by CRS 76.70, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation) and a portion of the principal as would not be exceeding \$50 each) other than the portion of the principal as would not be due had no default occurred, and thereby cure the default, in which event the right of foreclosure shall be dismissed by the trustee.

be due had no default occurred, and the proceeds of the sale shall be paid to the trustee. All foreclosure proceedings shall be governed by the terms of the deed and at the time any sale shall be held on the date and at the place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall have the power to postpone the sale at any time or times prior to the time of sale. The trustee shall conduct the sale by public auction to the highest bidder and shall execute and deliver to the purchaser a deed in form as required by law conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of law or fact shall be conclusively binding upon the trustee, but including the truthfulness of the recitals, any person, including the trustee, may purchase at the sale.

of the truthfulness thereof. Any person, including the grantor and beneficiary, may purchase at the sale.

10. When the trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the expenses of the trust, (3) the expenses of the trustee, (4) the expenses of the attorney, (5) the obligation secured by the trust and (6) the balance of the proceeds, including the compensation of the trustee and a reasonable charge by the trustee, to the beneficiary or beneficiaries of the trust. The trustee in the event of a sale of the trust property, having recorded liens subsisting to the benefit of the trust, in the trustee in the event of a sale of the trust property, shall be entitled to the proceeds of the sale of the trust property in the order of their priority and (4) the balance of the proceeds of the sale of the trust property to the beneficiary or beneficiaries of the trust, if any, to the grantor or to his successor in interest entitled to such surplus.

1A. For any reason permitted by law, beneficiary may from time to time appoint a successor or successors to any trustee named herein or to a successor trustee appointed hereunder. Upon such appointment, and with the conveyance to the successor trustee, the latter shall be vested with all the powers and duties conferred upon any trustee hereunder or appointed hereunder. Each such appointment and appointment of a successor trustee shall be made by a written instrument executed by beneficiary and containing reference to this trust deed and its place of record, and when recorded in the office of the Court Clerk or Recorder of the county or counties in which the property is situated, shall constitute the 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 law. Trustee is not obligated to institute any party hereto of pending sale under any other deed in 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.

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 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.

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 title thereto

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

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, family, household or agricultural purposes (see Important Notice below),
(b) - for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 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 feminine 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.

* 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; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

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

STATE OF OREGON, County of

County of HAWAII

April 23, 1979

Personally appeared the above named

Sally Jo Hanna

and acknowledged the foregoing instrument to be her voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Jean Y. Paray

Notary Public for Oregon Hawaii

My commission expires: Nov. 14, 1979.

(ORS 93.470)

STATE OF OREGON, County of

19

) ss.

Personally appeared

who, being duly sworn,

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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. Mail reconveyance 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

(FORM No. 881)

STEVENS NESS LAW PUB CO. PORTLAND, ORE.

Grantor

Beneficiary

Wells Fargo Bank Services Inc.

572 E. Green Street
Pasadena, CA 91101

Trust Services

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

) ss.

I certify that the within instrument was received for record on the 7th day of May, 1979, at 9:29 o'clock P.M., and recorded in book 1072 on page 10253 or as file/reel number 66717.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

By D. Milne

County Clerk

Title

By Kenneth A. Helms Deputy

Fee \$6.00