presents do make, constitute and appoint

WELLS

place and stead and for my use and benefit;

to sell, convey, exchange, remise, release and dispose of
hereafter may be possessed or in which I may have any
for any price or sum and upon such terms and conditions

operate, repair, and improve any and all real or personal
expense thereof, to insure and keep the same insured and
that may be levied or imposed upon any thereof;
with goods, wares and merchandise of every name, nature
mber the same;

all or any shares of stock in my name in any corporation
torney may seem right and proper, and to receive and

ms and at such rate of interest as to my said attorney may
the same;

ceive all moneys, debts, rents, dues, accounts, legacies,
which are now or which hereafter may become due, owing
take all lawful ways and means in my name for the re-
wise;

ebt and other instruments in any court and to take any
with any sum of money or demand due or payable to me
e election of any trustee or trustees and to demand, re-
oever;

rbitration any account, debt, claim, demand or dispute
er may arise between me or my said attorney and any

ver any check, draft, order, bill of exchange, promissory
ollect, receive and apply the proceeds thereof for my use
the same or any other sum of money coming into the
nts in my name with any bank or banker of my attor-
o my credit with any bank, including deposits in savings
es of my business as my said attorney may deem ex-
y appoint any bank or trust company as escrow agent;
n my behalf;

anner of contracts with reference to minerals, oil, gas, oil
to facilitating exploration for and discovery of oil, min-

nd against, answer and oppose all actions, suits and
ny other matters in which I am or hereafter may be

hich has been or may be rented in my name or in the

n granted, to sign, make, execute, acknowledge and de-
ale, leases, promissory notes, drafts, acceptances, evi-
tions, releases, acquittances, receipts, bonds, writs and
neral or special agreements and covenants, including
t, proper and expedient;

men, brokers and others, including counsel and attor-
ing powers;

my business and my property, wheresoever situate,
by releasing all third persons from responsibility for

power and authority freely to do and perform every
one in and about the premises as fully to all intents
hereby ratifying and confirming all that my said
virtue hereof.

...requires, the singular pronoun shall be taken to ...s and the neuter, and that generally all grammatical ... provisions hereof apply equally to corporations and to ...

...ed this instrument, or if a corporation, its corporate ...o by its officers duly authorized thereunto by its board ...

..., 19 72.

Marie Sisco Wells

...rie Sisco Wells

...VIDUAL ACKNOWLEDGMENT

...E IT REMEMBERED, That on this, the 15th ...ary Public in and for said county and state, personally ...

...d who executed the foregoing Power of Attorney and ...e freely and voluntarily and for the uses and purposes ...

...I have hereunto set my hand and affixed my official ...al on this, the day and year last hereinabove written.

Albert Kroll

...otary Public for State of California

...My commission expires 8-6-80

...ment was received for record on the 19th day of June, 19 72 at 10:42 o'clock A. M., and recorded in book M79 on page 14372, or as file number 69206, Records of Power of Attorney of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title:

By Bernadine Hefrick Deputy

AFTER RECORDING RETURN TO

Fee $6.00

L/A Brazil

...PORATE ACKNOWLEDGMENT

...E IT REMEMBERED, That on this, the ...

...ary Public in and for said county and state, personally ...and ..., ...say that he, the said ... is the secretary of ..., the within named corporation, ...orate seal of said corporation, and that the said instru...tion by authority of its Board of Directors, and said ...of said corporation.

...unto set my hand and affixed my official seal on this, ...the day and year first in this, my certificate, written.

...Notary Public for ...

...My commission expires ...

1V3S

hereinafter called grantor, convey(s) to
and wife

hat real property situated in the County

Range 7 East of the
ate of Oregon.

said premises lying

nd Status Report recorded
ords.

d by instrument dated
t Page 3980.

of all encumbrances except

im the same, except as shown above.

o Wells

Richard Wells (atty...

79 Personally
duly sworn, did
arie Sisco Wells
foregoing instru-
cipal; and he/she
deed of said prin-

Oregon
March 22, 1981

)
) ss.
)

rument was received for record
y of June , 1979,
ecorded in book M79
Deeds of said County.
County affixed.

Title

Deputy

THIS LINE FOR RECORDER'S USE

923 5

T

day of June

keeley

(herein "Trustee"), and the Beneficiary,

d corporation organized and

whose address is

(herein "Lender").

e trust herein created, irrevocably grants

ribed property located in the County of

TO GATEWOOD, in the

Klamath Falls

[City]

he property, and all easements, rights,

rein to Lender to collect and apply such

and water stock, and all fixtures now or

additions thereto, shall be deemed to be

he foregoing, together with said property

ferred to as the "Property";

Borrower's note dated June 11,

housand eight hundred and no/

reon, providing for monthly installments

aid, due and payable on

er sums, with interest thereon, advanced

the performance of the covenants and

re advances, with interest thereon, made

vances");

by conveyed and has the right to grant

ower will warrant and defend generally

arations, easements or restrictions listed

ender's interest in the Property.

NY3.8

shall promptly pay when due the principal of and interest on the
late charges as provided in the Note, and the principal of and interest

applicable law or to a written waiver by Lender, Borrower shall pay
and interest are payable under the Note, until the Note is paid in full,
yearly taxes and assessments which may attain priority over this
plus one-twelfth of yearly premium installments for hazard insurance,
mortgage insurance, if any, all as reasonably estimated initially and from
bills and reasonable estimates thereof.
osits or accounts of which are insured or guaranteed by a Federal or
stitution). Lender shall apply the Funds to pay said taxes, assessments,
charge for so holding and applying the Funds, analyzing said account
unless Lender pays Borrower interest on the Funds and applicable law
and Lender may agree in writing at the time of execution of this
to Borrower, and unless such agreement is made or applicable law
required to pay Borrower any interest or earnings on the Funds. Lender
ounting of the Funds showing credits and debits to the Funds and the
The Funds are pledged as additional security for the sums secured

ether with the future monthly installments of Funds payable prior to
s and ground rents, shall exceed the amount required to pay said taxes,
as they fall due, such excess shall be, at Borrower's option, either
er on monthly installments of Funds. If the amount of the Funds
assessments, insurance premiums and ground rents as they fall due,
to make up the deficiency within 30 days from the date notice is mailed

Deed of Trust, Lender shall promptly refund to Borrower any Funds
operty is sold or the Property is otherwise acquired by Lender, Lender
sale of the Property or its acquisition by Lender, any Funds held by
sums secured by this Deed of Trust.
law provides otherwise, all payments received by Lender under the
by Lender first in payment of amounts payable to Lender by Borrower
the Note, then to the principal of the Note, and then to interest and

s, assessments and other charges, fines and impositions attributable to
Deed of Trust, and leasehold payments or ground rents, if any, in the
paid in such manner, by Borrower making payment, when due, directly
to Lender all notices of amounts due under this paragraph, and in the
er shall promptly furnish to Lender receipts evidencing such payments.
priority over this Deed of Trust; provided, that Borrower shall not be
wer shall agree in writing to the payment of the obligation secured by
n good faith contest such lien by, or defend enforcement of such lien in,
rcement of the lien or forfeiture of the Property or any part thereof.
improvements now existing or hereafter erected on the Property insured
"extended coverage", and such other hazards as Lender may require
may require; provided, that Lender shall not require that the amount of
red to pay the sums secured by this Deed of Trust.
hall be chosen by Borrower subject to approval by Lender; provided,
eld. All premiums on insurance policies shall be paid in the manner
such manner, by Borrower making payment, when due, directly to the

be in form acceptable to Lender and shall include a standard mortgage
Lender shall have the right to hold the policies and renewals thereof,
enewal notices and all receipts of paid premiums. In the event of loss,
rrier and Lender. Lender may make proof of loss if not made promptly

writing, insurance proceeds shall be applied to restoration or repair of
repair is economically feasible and the security of this Deed of Trust is
not economically feasible or if the security of this Deed of Trust would
to the sums secured by this Deed of Trust, with the excess, if any, paid
wer or if Borrower fails to respond to Lender within 30 days from the
insurance carrier offers to settle a claim for insurance benefits, Lender
ceeds at Lender's option either to restoration or repair of the Property

writing, any such application of proceeds to principal shall not extend
ts referred to in paragraphs 1 and 2 hereof or change the amount of
Property is acquired by Lender, all right, title and interest of Borrower
roceeds thereof resulting from damage to the Property prior to the sale
he sums secured by this Deed of Trust immediately prior to such sale or

Leaseholds; Condominiums; Planned Unit Developments. Borrower
commit waste or permit impairment or deterioration of the Property
his Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a
ower shall perform all of Borrower's obligations under the declaration
ium or planned unit development, the by-laws and regulations of the
onstituent documents. If a condominium or planned unit development
with this Deed of Trust, the covenants and agreements of such rider
plement the covenants and agreements of this Deed of Trust as if the rider

wer fails to perform the covenants and agreements contained in this
commenced which materially affects Lender's interest in the Property,
olvency, code enforcement, or arrangements or proceedings involving a
on, upon notice to Borrower, may make such appearances, disburse such
otect Lender's interest, including, but not limited to, disbursement of
operty to make repairs. If Lender required mortgage insurance as a
of Trust, Borrower shall pay the premiums required to maintain such
ment for such insurance terminates in accordance with Borrower's and
rower shall pay the amount of all mortgage insurance premiums in the

to this paragraph 7, with interest thereon, shall become additional
Trust. Unless Borrower and Lender agree to other terms of payment, such
to Borrower requesting payment thereof, and shall bear interest from the
ontinue on outstanding principal under the Note unless payment of interest
in which event such amounts shall bear interest at the highest rate
ed in this paragraph 7 shall require Lender to incur any expense or take

be made reasonable entries upon and inspections of the Property, provided
such inspection specifying reasonable cause therefor related to Lender's

ages, direct or consequential, in connection with any
nveyance in lieu of condemnation, are hereby assigned

be applied to the sums secured by this Deed of Trust,
taking of the Property, unless Borrower and Lender
by this Deed of Trust such proportion of the proceeds
y this Deed of Trust immediately prior to the date of
to the date of taking, with the balance of the proceeds

ender to Borrower that the condemnor offers to make
Lender within 30 days after the date such notice is
ender's option, either to restoration or repair of the

h application of proceeds to principal shall not extend
paragraphs 1 and 2 hereof or change the amount of

t or modification of amortization of the sums secured
Borrower shall not operate to release, in any manner,
interest. Lender shall not be required to commence
yment or otherwise modify amortization of the sums
original Borrower and Borrower's successors in interest.
Lender in exercising any right or remedy hereunder, or
preclude the exercise of any such right or remedy.
or charges by Lender shall not be a waiver of Lender's
eed of Trust.
of Trust are distinct and cumulative to any other right
and may be exercised concurrently, independently or

ty; Captions. The covenants and agreements herein
ective successors and assigns of Lender and Borrower,
d agreements of Borrower shall be joint and several.
are for convenience only and are not to be used to

law to be given in another manner, (a) any notice to
such notice by certified mail addressed to Borrower at
esignate by notice to Lender as provided herein, and
eipt requested, to Lenders address stated herein or to
as provided herein. Any notice provided for in this
Lender when given in the manner designated herein.
form of deed of trust combines uniform covenants for
urisdiction to constitute a uniform security instrument
law of the jurisdiction in which the Property is located.
e Note conflicts with applicable law, such conflict shall
can be given effect without the conflicting provision,
e declared to be severable.
d copy of the Note and of this Deed of Trust at the time

the Property or an interest therein is sold or transferred
the creation of a lien or encumbrance subordinate to
erest for household appliances, (c) a transfer by devise,
the grant of any leasehold interest of three years or less
declare all the sums secured by this Deed of Trust to be
n to accelerate if, prior to the sale or transfer, Lender
ch agreement in writing that the credit of such person
secured by this Deed of Trust shall be at such rate as
rovided in this paragraph 17, and if Borrower's successor
writing by Lender, Lender shall release Borrower from

il Borrower notice of acceleration in accordance with
than 30 days from the date the notice is mailed within
to pay such sums prior to the expiration of such period,
any remedies permitted by paragraph 18 hereof.

enant and agree as follows:
17 hereof, upon Borrower's breach of any covenant or
nts to pay when due any sums secured by this Deed of
as provided in paragraph 14 hereof specifying: (1) the
less than 30 days from the date the notice is mailed to
o cure such breach on or before the date specified in the
Trust and sale of the Property. The notice shall further
ight to bring a court action to assert the non-existence
sale. If the breach is not cured on or before the date
the sums secured by this Deed of Trust to be immediately
of sale and any other remedies permitted by applicable
enses incurred in pursuing the remedies provided in this
ees.
use Trustee to execute a written notice of the occurrence
y to be sold, and shall cause such notice to be recorded
ted. Lender or Trustee shall give notice of sale in the
persons prescribed by applicable law. After the lapse of
demand on Borrower, shall sell the Property at public
terms designated in the notice of sale in one or more
postpone sale of all or any parcel of the Property by
led sale. Lender or Lender's designee may purchase the

the Property so sold without any covenant or warranty,
rima facie evidence of the truth of the statements made
g order: (a) to all reasonable costs and expenses of the
s fees and costs of title evidence; (b) to all sums secured
sons legally entitled thereto.
acceleration of the sums secured by this Deed of Trust,
ce to enforce this Deed of Trust discontinued at any time
Property pursuant to the power of sale contained in this
ust if: (a) Borrower pays Lender all sums which would be
Future Advances, if any, had no acceleration occurred;
ments of Borrower contained in this Deed of Trust; (c)
d in enforcing the covenants and agreements of Borrower
Trustee's remedies as provided in paragraph 18 hereof,
rower takes such action as Lender may reasonably require
he Property and Borrower's obligation to pay the sums

>7348

[illegible] secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

[illegible] Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes.

25. Attorney's Fees. As used in this Deed of Trust and in the Note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Dale A. Keeley —Borrower

Janis L. Keeley —Borrower

STATE OF OREGON, Klamath County ss:

On this [illegible] day of June, 1979, personally appeared the above named Dale A. Keeley and Janis L. Keeley and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal)

My Commission expires: March 22, 1981 Before me:

Notary Public for Oregon

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

(Space Below This Line Reserved For Lender and Recorder)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title co

this [illegible] day of June A.D. 19 79 at 10:46 o'clock A M., and

duly recorded in Vol. [illegible] of Mortgages on Page 14375

Wm D. MILNE, County Clerk

By [illegible]

Fee $[illegible]