70527 TRUST DEED TA38-19202 TS Vol. 79 Page 16544 First day of May, . 19 79 , between THIS TRUST DEED, made this Russell L. Casteel and Lili-Ann J. Casteel, husband and yife, as tenants by Grantor. Transamerica Title Insurance Co. , as Trustee, Wells Fargo Realty Services, Inc., a California Corporation, Trustee, as Beneficiary, and

WITNESSETH: under Trust 7213.

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

Lot 28 in Block 24, Oregon Shores Subdivision Unit No. 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.

ESUST DEED

together with all and singular the tenements, heredilaments 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 connechereditaments and appurtenances and all other rights thereunto belonging or in anywise tion with said real estate

For the PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Three Thousand Nine Hundred Sixty Dollars and 90/100------Dollars, with interest therein according to the terms of a promissory mole of even date herewith, payable to beneficiary or order and made by grantor, the

herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

then, at the beneliciary is option, all obligations secured by this insistence, is shall become intruediately due and payale.
The above described real property is not currently used for ogrico and restrict the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:
To protect, preserve and maintain said group rty in good condition of any points, or improvement which may be contracted. Amountain the security of the security of the security is any be contracted.
To complete or improvement which may be contracted. Amountain the secure of the security of the

e agrees, at its ow nts as shall be ne epeliciars's request to take such a obtaining such cemary in

pensition, peouptly upon beneficiary's request. Y, At any time and from time to time upon written request of bene-liciary, payment of its test and presentation of this deel and the note for endorsenerst (in case of full reconveyances, for cancellation), without allecting the liability of any person for the payment of the inductations traster may

(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 allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitate thereol, they are on or persons legally entitled thereto," and the recitate thereo, the sense or persons legally entitled thereto," and the recitate thereo, the sense of lacts shall be conclusive proof of the truthlumest thereol, truther's level for any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any ideluit by grantor hereunder, heneficiary, may at any time without, notice, either in person, by agent or by a receiver to be ap-pointed by a court, and without regard to the adequacy of any security for the indebiedness hereby secured, enter upon and take possession of said prop-erty or any part thereol, in its own name sue or otherwise collect the rants issues and expenses of operation and collection, including rensonable tator-ney's lees upon any indebitdness secured hereby, and in such order as bene-liciary may determine.

Fify of any part interest, in its own name sue or otherwise collect the rents, issues and profits, including thoses past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attor-may a less upon any indebtedness secured hereby, and in such order as bene-ficiary may determine. The rentring upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other maurance policies or compensation or awards for any taking or damage of the property of the application or release thereoil as aloresaid, shall not cure or parts and to such notice. The order of the application or release thereoil as aloresaid, shall not cure or pursuant to such notice. The above described real property due and payable. In such an event and it the above described real property due and payable. In such an event imber or grazing purposes, the beneficiary may proceed to due to the the forelosures. However it said real property is not so currently used, the is the amoutant of a start of the trustee to foreclose this trust deed in equity as a mortfage or direct the trustee to foreclose this trust deed in equity as a mortfage or direct is the isone of the obligations secured hereby, where-upon the trustee shall the the isone of the obligations secured hereby where the direct deault at any time prior to live days before the date set by the trustee shall the the isone of the strust deed in the manner pro-vided in ORS 86.740 to 86.795. State direct deault at any time prior to live days before the date set by the trustee due thereby (including costs and attorney less on twi-trustee is the trustee's sale, the grantor or other prison so privileged by the state deault at any time prior to live days before the date set by the trustee of the trustee's sale, the grantor or other prison so privileged by the difference of the thereby (including costs and attorney's less not ex-ceeding \$30 each) other than such portion of the principal as

surplus, it any, to the grantor or to his uncrease in interest entitled to such surplus. 16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and subtituition shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of recount, which, when recorded in the ollice of the County Clast or Recorder of the county or counties in which the property is situated, whall be consule a public record as provided by law. Trustee is not believe to any action or proceeding in which grantor, beneficiary or trustee then or on any approximation proceeding in bucks during restored and while a party unless such action or proceeding in brought by trustee thall be a party unless such action or proceeding in brought by trustee thall be a party unless such action or proceeding in brought by trustee

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NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attancy, who is an active member of the Oregon State Bar, a bank, trust company or savings and foon association authorized to do business under the laws of Oregon of 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.

1213-Too+ The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in tee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever detend 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 it granter is a adjural person) are for business or conneccial purposes other than agricultural This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu-tors, 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 constraing 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. • 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; Cisto Kussell I Castegl Sili Ann J. Casteel (Individual) TITLE INSURANCE AND TRUST STATE OF CALIFORNIA COUNTY OF Ventura ATICOR COMPANY .....) ss. On May 10, 1979 before me, the undersigned, a Notary Public in and for said Russell L. Casteel and Lili-Ann J. Casteel State, personally appeared\_ and being duly sworn, the former is the the latter is the known to me to be the person S whose name S are is subscribed , a corporation, the corporate seal and sealed in beto the within instrument and acknowledged that they executed the same. tors; and each of y act and deed. WITNESS my hand and official seal. OFFICIAL SEAL JIM McGUIRE NOTARY PUBLIC - CALIFORNIA (OFFICIAL VENTURA COUNTY SEAL ommission Expires May 5, 1980 for official notarial seal) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been p 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 trust deed have been tully paid and satisfied. Fou nereoy are directed, on payment to you of any sums owing to you under me 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: Beneficiary delivered to the t stee for concellation before reconveyance will be m TRUST DEED STATE OF OREGON (FORM No. 881) W PUB. CO SS. 4910011 (ST (1-9 COM 1) County of Klamath di; which is clearer of certify that the within instru-國自由 ment was received for record on the 13th day of July 19 79 SPACE RESERVED at 10:470 clock A.M., and recorded  $\{1, 1, 1, 1\}$ 論 Grantor FOR in book <u>N79</u> on page <u>16544</u> or RECORDER'S USE as file/real number 70527 Record of Mortgages of said County-Witness my hand and seal of Weitin Built. O 16 Benelichuy 「読みるよれた County affixed. Weils Fargo Realty Services Ine. EF White Dy Milne 1112(\* 572 E. Green Street .....County Clerk Pasadena, CA 91101 Title By Scinethand Stuck Deputy - soopatog-Vol 2 KAREN STANKIS NEWY Fee \$6.00 Trust Services