38-19347 Page 1697 201 attender og TRUST DEED 70800 THIS TRUST DEED, made this 24 TH day of MARCH 1979, between GEORGE K: BRIGHANT KATHLEED Q, BRIGHAM Husband's Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE 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: 7766 \_in Block\_\_\_\_\_\_\_ of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8. Lot\_18 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. ne mentione i successe dell'etterne de care any processe de la construction de la definition de la definition d La Martina Martina de la constructione de la construction commité d'actual datat a la formation de la construct Martina de la della construction de la construction de la construction de la construction de la construction de on empirie destaps. Inc SA STORES merio in8 55 recipient au icues 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 FIVE THOUSAUD FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAUD FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE THOUSAUD beneficiary or order and made by grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable [May ] . The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of suid 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 to beneficiary, or herein, shall become immediately due and payable. The above described therein, or herein, shall become immediately due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes.

bitained the written consent or approval of the beneficiary: then at the beneficiary's option, all expressed therein, or herein, shall become intimediately due and poyable.
 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; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
 To complete or restore prompily and in good and workmantike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
 To comply with all laws, ordinances, regulations, covenants, conditions, and may when due all costs incurred; if the beneficiary so requests to olion in executing suits and the post of the proper public office or offices, as may be deemed desirable by the beneficiary and continuously maintain insurance on the buildings now or written in companies, acceptable to the said premises against os or damage by fire and such other for the beneficiary may from time to time require and to sub and continuously maintain insurance now or hereafter program by beneficiary and in good of any policy of insurance shall be delived to the said premises genators is all policies of insurance shall be delived to the proper patheter and such order as beneficiary and prom time tertime require and so that beneficiary at least procure the same at grantor's expense of placed on state buildings, the construction lies and is such order as beneficiary and profess secured hereby and in such order as beneficiary and the police of insurance shall no cure or any before independent secured hereby and in such order as beneficiary and the police of nor notice of default hereunder or invalidate any act done any terms in order any ac

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 S. 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 past of such taxes, assessments and other charges that may be levied or assessed upon or against past of your taxes, assessments and other charges that may be levied or assessed upon or against past of your taxes, assessments and other charges that may be levied or assessed upon or against past of your taxes, assessments and other charges y, should the grantor fail to make payment of any taxes, assessments and other charges y, should the grantor fail to make payment of any taxes, assessments and other charges, payable by grantor, either by direct payment, or by providing beneficiary may, at its option, make payment thereof, and the annumer of the obligations described in paragraphs 6 and 7 of this trust duration of any rights arising from breach of any of the covenants described, as well as the grantor, shall be bound for the payment it are for any rights arising from breach of any of the cobund for the payment of the obligation neared by this trust due of the obligation notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust due to the beneficiary, for due to the other covenants due to the payment of the obligation.
 6. To pay all costs, fees and expenses of this trust including the cost of tilts each and expenses of this trust due to the costs and expenses of this trust including the cost of tilts each and the context of the cost of this trust due to the cost of this trust due to the cost of the taxe and the one payment including the cost of tilts each and the context of the cost of the trust due to the payment of the obligation.

with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or rustee and in any suit, action or proceeding in which the beneficiary or trustee may appear, including endence of title 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 parry slift between the grantor and the beneficiary or the trustee then the prevailing parry slift be entitled to the attorney's fees herein described; the amount of attorney's fees appellate court if an appeal is taken.

It is mutually agreed that:

It is muttually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condenmation, beneficiary shall he taken under the elects, to require that all or any portion of the monies payable as compensation such taking, which are in excess of the amount required to pay all reasonable costs, such taking, which are in excess of the amount required to pay all reasonable costs, such taking, which are in excess of the amount required by grantor in such expenses and attorney's fees, both in the trial and appetate courts, costs and expenses and attorney's fees, both in the trial and appetate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance expense, to take such accions and exceute anch instruments as shall be necessary obtaining such compension, promptly upon beneficiary's request. 9. At any case of full reconveyance, for cancellation), without affecting the tability of any case of full reconveyance, for cancellation, without affecting the tability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating any of any map or plat of said property; (b) join in granting any casement or creating any

restriction thereon: (c) join in any subordination or other sgreement affecting this deed or the lien or charge thereof: (d) reconvey, without wurrarty, all or any part of the property. The grantee in any recovery and the property of a state "person or persons legally entitled thereot," and the recital therein of any matters or facts shall be conclusive proof of the truthfuent of the therein the state of any matters or facts shall be conclusive proof of the truthfuent of the therein the state of any matters or facts shall be conclusive proof of the truthfuent less thereof. Truster's fees for any of the services mentioned in this paragraph shall be mot less than 55. "10. Upon any default, any genitor hereinnder, beneficiary may at any time with due notice, either in personal of sub security for the indebtedness hereby secured, without regard to the adequacy of any security for the indebtedness hereby secured out and take desession of sub roperty or any part thereof, in its own name unguld, and apphable attorney's fees subject to paragraph 7 hereof upon any including response account of the same less subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficary may determine.

including, reasonable attorney's fees subject to paragraph 7 hereof upon any including, reasonable attorney's fees subject to paragraph 7 hereof upon any including season of the property, and taking possession of said property, the collection of such erasts issues and profits, or the proceeds of fire and other insurance policies of compensation or release thereof as aforesaid, shall not cure or wake any default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indefault and if the above described real property is currently used for agricultary may receiver any of the property is currently used for agricultary into the done described real property is currently used for agricultary, timely end if the above described real property is of any ingreement hereunder. In the hereficiary may proceed to foreclose this trust deed in equity as a mortgage or direct its trust deed in equity as a mortgage or direct its trust deed in equity as a mortgage or direct its trust deed in election to sell the said advertisement and sale. In the latter event the trusticary for the required by the said place of the beneficiary in the incellary to saits?
13. Stould the beneficiary charter of the required the fore fore the sait described real property to saits?
13. Stould the beneficiary this trust deed in the manner provided in ORS/66.740 to the beneficiary of the trust deed and the obligation secured hereopy, whereupon the pay to the described real property to saits?
13. Stould the beneficiary fore the sait deed in the manner provided in ORS/66.740 to the described real property is and place of sole of the obligation secure the default and thereby current and sale there for the person so privileged by ORS 86.700, may pay to the beneficiary of the trust deed and the obligation secure thereby including cortine of the default and hereby current and sale there any of the trust deed and the obligation secure thereby inc

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. 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 compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation' secured by the trustee of the trust end of the application of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation' secured by the trustee of the trust end of the application for the trustee and a reasonable charge by trustee's attorney. (2) to the obligation' secured by the trustee of the trust end of the application is secured by the truster and the surplus, if any, to the granter or this successor in interest. How such appointent, and without convergance to the appointed hereiner, and without convergance to the appointed hereiner, the secure and buttee only applies the distance and the title, powers and duries conferred upon any missial be made by written instrument executed by beneficiary, containing reference on but is place of the proving of the origin to the proving the appoint the securities of the proving the state of the proving the secure of the appoint the trustee of the origin applies of the securities of the origin the secure of the county clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor for the successor for the secure of the the securities of the successor for the succes

property is situated, snail be concurse proof by performance and acknowledged 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 notify any party, hereto of pending sale under any other deed of trust or of any action or proceeding in which grantion, beneficiary or trustee shall be a party unlets such action or proceeding is brought by trustee.

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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 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, egents or branches, or the United States or any agency thereof.

 $[\tilde{\mathbf{r}}]$ TTPAL AND AS 1.51 シネーション and that he will warrant and forever defend the same against all persons whomsoever. 21 FIA RCIT 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, tamily, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even il grantor is a natural person) are for business or commercial purposes other than agr 4 · L 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 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 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, Thanksgiving and • 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. aĥar (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) CT STATE OF CALIFORNIA. Angeles SS. COUNTY OF US On <u>2MAY</u> 19 ( before me, the undersigned, a Notary Public in and for said County and State, Lawrence Le Por 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, deposed and said: That he resides at <u>Litty Heights</u>; that FOR NOTARY SEAL OR STAMP : that he Was present and saw Geoste K. Brigham 32. KG-14/ern D. Brigham OFFICIAL SEAL personally known to 475 to be the person described in, and whose name is subscribed to the within and annexed GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA instrument, execute the same; and that affian subscribed <u>915</u> name thereto as a witness to said execution, LOS ANGELES COUNTY My comm. expires AUG 25, 1982 5 Signature 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 STATE OF OREGON SS. County of Klamath I certify that the within instrument was received for record on the 18th day of \_\_\_\_\_July\_\_\_, 19 79 , at 10:37 o'clock A. M., and recorded Grantor on page 16977 in book M79 SPACE RESERVED or as file/reel number 70800 FOR Record of Mortgages of said County. Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary AFTER RECORDING RETURN TO Wells Fargo Realty Services hc. Wh. D. Milne 572 E. Green Street สารค่าเร็จ Pasadena, CA 91101 KAREN STARK County Clerk Title Trust Services By undi Deputy Feee \$6.00