38-19368 ereod measures · 70802 19 79_, between day of ____ April Richard A. Kirk AND NADINE K, KIRK HUSBANOF WIFE, as 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: 3) in Block 40 of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. (a) A second the pair of a second process of the county process of the process of the pair of the p Rest and the base board of the second and an an antiput in a same said this light in Conversion of the second SAPPIC 1979

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 rest, 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 Thousaus TREE HUNDLEO TEN Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable May 20, 19 90

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obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all 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:

1. To protect, preserve and maintain suid property in good condition and repair;

2. To complete or demolish any building or improvement thereon; not to commit or permit any waste of said property form paty and in good and workmantike manner any 2. To complete or set which may be constructed, damaged or destroyed thereon, and pay when dual work which may be constructed, damaged or destroyed thereon, and pay when dual work there there of the propertism pay and in good and workmantike manner any 2. To complete or set which may be constructed, damaged or destroyed thereon, and pay when dual work there there of the propertism pay and in good and workmantike manner any and frequency if the beneficiary so requests to form a securing due notin without and pay when dual work thereof, and the proper pable office or offices, as any and the grantor shall fail for any reason to the said permises against loss od damage by fire and such ofter has afore thereficiary and from time to intere of insurance shall be delivered placed or said buildings, the beneficiary in any from time to interease and to bailed in any procure the same af grantor's expense to the beneficiary at least fifteen days proin to the expression for placed on said buildings, the beneficiary in entire and such order as beneficiary in a from time to manne collected or any beneficiary at least placed or any being and and buildings, the beneficiary in the reson at a such order of the second of any policy of insurance shall be delivered placed or any beneficiary at least f

may determine, by the released to grantor. Such application or release shall not an expansion to any default or notice of default hereunder or invalidation any act done pursuant waive any default or notice of default hereunder or invalidation any act done pursuant is such to such to keep said premises free from construction liens and to pay all taxes, assuments and other charges that may be levied or an existed upon or against said property before any part of such taxes, assuments and other charges that may be levied or an other charges become past for each pay and to such taxes, assuments and other charges become past of such taxes, assuments, by direct payment, or by providing there charges payable by grantor, either by direct payment, beneficiary may, at its beneficiary with funds with white to macents opaid, with interest at the rate set option, make payment thereof, and the ogether with the obligations described in paragraphs 6 and 7 of this tristort waiver of any rights arising from breach of any of the eavents thereof and the option default without waiver of any rights arising from breach of any of the eavents thereof and the payment of the obligation the and and the property the strate as aforeasid, the property the covennus the brain of the obligation notice, and the some payment of the obligation taxes and any of this trust deed. The payment doed to and the down and the some payment thereof shall be beneficiary, render all so on the some of the source of the down of the source of the down of the taxes as aforeasid, the property the source the payment of the obligation here in described and be of the source of the down of the down of the source of the source of the down of the source of the source of the down of the source of the tax deed. The pay well as the option of the source of the tax and the source of the tax and the of the source of the source

with this obligation. 7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiery or trustee: and in any suit, action or proceeding in which the beneficiery or trustee: and in any suit for the foreelosure of this deed, to parally or trustee may appear, including evidence of itil early the beneficiery's or trust the beneficiery or the trustee then the prevailing party between the granter anomay's fees therein described; the amount of attorney's fees be entitled to the anomay's fees therein described; the amount of attorney's fees appellance court if an appeal is taken.

It is mutually agreed that: 8. In the event that any portion or all of suid property shall be taken under the sight of embant domain on condemnation, beneficiary that have the right, if it so taking, which are in excess of the mount of the populate sumpensative receives that all or any portion of the moute populate by grantor, in such expenses and attorney's fees necessarily puppled by it first upon any reasonable costs and expenses, and attorney's fees necessarily puppled by it first upon any reasonable receedings, shall be paid to beneficiary could be the trial and appetite courts, costs and expenses, and attorney's fees necessarily puppled by it first upon any reasonable recessarily paid or incurred by sected hereby; and grantor is be balance necessarily paid or incurred by sected hereby; and grantor agrees, at its own expense, to take such ascissorily upon beneficiary's request. 9. At any fees and presentation of this deed and the necessarily of adversente, for the balance of the indebtedness, trustee may (a) consent to the maximum obtaining senter of the indebtedness, trustee may (a) consent to the maximum of any map or plat of said property; (b) join in granting any easement or creating any 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 thereof: (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 recitals therein of any matters or facts shall be conclusive proof of the truthyland the recitals therein of any matters or facts shall be conclusive proof of the truthyland the states of the services mentioned in this paragraph shall be mot less that S5. 10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person. Day of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own and sue or otherwise collest the rents, issues and profits, including those past defaund unpaid, and applylie asson, be so casts and expenses of operation and collection including reasonable attorney's fees subject to paragraph 7 hereof upon any including reasonable attorney's new subsection argament.

inacoledness 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 order insurance policies or compensation or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, and the application or awards for any taking or damage of the property, and the application or release thereof as dressid, shall not cure or waive any default or 12: Upon default hey manor in playment of any indebtedness secured hereby or 13: Upon default by grantor in playment of any indebtedness secured hereby or 14: Doon default by grantor in playment of any indebtedness secured hereby or 15: Doon default by grantor in playment of any indebtedness secured hereby or 16: Secured hereby inimediately due on and payable. In such an event and if the above secured hereby inimediately due on and payable. In such an event and if the above the manner provided by law for mortgage foreclosures. However, if said real property is not so currently used, the beneficiary or the trustee to foreclose this trust deed in opping a mortgage or direct the trustee to foreclose this trust deed by trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by and cause to be recorded his written notice of default and his election to sell the said and cause to be recorded his written notice of default and his here for any order the rustes law and proceed to foreclose this trust deed in the manner provided in ORS189. 10: to 85, 795. 13. Should the beneficiary elect to foreclose by advertisement and sule them after default at any time and place of the close by advertisement and sule them after default and written wither solutions of the manner provided in ORS189. 13. Should the beneficiary elect to foreclose the advertisement and sule them

described real fix the time and place of sale, give notice thereof is then NRS186.740 law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 law, and proceed to foreclose this trust deed in the manner provided in ORS186.740 law, and proceed to foreclose this trust deed in the manner provided in the state fire default at any time prior to five days before the date set by the trustee for the difer default at any time prior to five days before the date set by the trustee for the the beneficiary of his successors in interest, respectively, the entire annumit inen due, the beneficiary of his successors in interest, respectively, the entire annumit inten due, and expenses actually incurred in enforcing the terms of the obligation and trustee's and expenses actually incurred in enforcing the terms of the obligation and trustee as would not iten be due had no default occurred, and thereby cure the default, in say would not iten be due had no default occurred, and thereby cure the default, in as would not iten be seen the shall be held on the date and at the time and place 14. Otherwist, parcels and shall selt the parcel or parcels at auction to the highest bidder for eash, payable at the time of sale. Trustee shall deliver to the highest bidder for eash, payable at the time of sale. Trustee shall deliver to the and thous any covenant or ovarranty, express or implied. The recitals in the deed of any without any covenant or ovarranty, express or implied. The recitals in the deed of any sale.

excluding the trustee, but including the granitor and beneficiary, may purchase at the sale [3]. 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 trusts having recorded liens obligation secured by the truste (2) to all performs having recorded liens obligation secured by the trust deed, (3) to all performs having recorded liens obligation is the interest of their priority and (4) the surplus, if any, to the grantor of the its successor in interest in tilded to such surplus. The form time to time appoint 10. For any reason permitted by law beneficiary may from time to time appoint a mecessor in stress the latter and the determent, and without conversance to the appoint of successors to any trustee interest, and without conversance to the exploited hereinder. Upon an hereind with all title, powers and duties confirmed abstitution shall be the deby written instrument executed by beneficiary, continer effective, the final deed and its place of prevent with, when excenden the profile of the country Clerk or Necorder of the county or counties of the auc-cestor.

interest, and a succepts this trust when this deed, duly executed and acknowledged interest, and the succepts 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 is made a public record as provided by law. Trustee is not obligated to notify any is made and the succept of the succept and the succept of trust or of any action proceeding in which granter, beneficiary or trustee shall be a party unless 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 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 property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. NOTE:

Jan President 研究如何不是 えりょうくしょう 1 1 1 1 1 1 and that he will warrant and forever delend the same against all persons whomsoever .16981 The grantor wairants that the proceeds of the loan represented by the above described hote and this trust deed are: (a)* primarily for grantor's personal, tamily, household or agricultural purposes (see Intportant Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural -DHFDOSOS 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 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. 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, Thanksgiving and Christmas. Richard And The * 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. 1 Steve I SEO B (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.490) STATE OF 1 STATE OF County of STATE OF CALIFORNIA, COUNTY OF LOS ANGELES SS On <u>-17441</u>, <u>(717</u> before me, the undersigned, a Notary Public in and for said County and State, personally appeared <u>Steve</u> <u>[2viwg]</u>, 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>[05] Awgeffs</u>; that <u>he</u> was present and saw <u>Richard Aikirk</u> <u>ADDINE</u> Kirkirk</u> 7 144, 1979 FOR NOTARY SEAL OR STAMP 7-74) Witness (Rev. OFFICIAL SEAL GERALD E. GREEN NOTARY PUBLIC - CALIFORNIA NADINE K. Kirk in, and whose name is subscribed to be the person described instrument, execute the same; and that man and annexed name thereto as a witness to said execution. LOS ANGELES COUNTY My comm. expires AUG 25, 1982 (CS.D) 167 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 19 DATED: Beneficiary Do not loss or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON TRUST DEED SS. County of Klanath I certify that the within instrument was received for record on the 18thday of July, 19 79, at 10:37 o'clock Λ M., and recorded in book M79 on page 6980 or as file/reel number 70802 Granto SPACE RESERVED Record of Mortgages of said County. FOR Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary AFTER RECORDING RETURN TO Wh. D. Milne Wells Fargo Realty Services Inc nets was defined and 572 E. Green Street County Clerk สนักรับ ให้สาราได้ Title Pasadena, CA 91101 To c Deputy KAREN STARK By Prat South ee.