Vol. M79 Page 17508 71142 TRUST DEED TTA-38-19420 day of <u>Ma</u> 1979 THOMAS S. ALMAZAN, FLORENCE TAUMAZAN, HUSSEWD and WIFE AS TEMANTS BY THE ENTIFETY, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary. between

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as:

– of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8. 20 in Block 31 1978 in Volume 21, Page 29 of Maps 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. TOR THE AURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIX THOUSAND DOIRT THE AURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIX THOUSAND DOIRT HENDED Eight Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to 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 and and payable. In the event the within described property, or any part thereof, or any interest therein is sold, gareed to be sold, conveyed, assigned or allenated by the kentor without jest having the within described property, or any part thereof, is and paynote. The beneficiary's option, all obligations secured by this instrument, irrespective of the manurity dates expressed therein, or herein, shall become impair of the manurity dates.

bitained 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:

 To protect, preserve and maintain said property in good condition and repair:
 To protect, preserve and maintain said property in good condition and repair:
 To consist any building or improvement therean; not to commit or the property in good condition and repair:
 To completement which may be constructed, damaged or destroyed therean, and pay roleound between therean; or cloud therean;
 To completement which may be constructed, damaged or destroyed therean;
 To completement which may be constructed, damaged or destroyed therean;
 To provide and continuously maintain the proper public offices or searching agencies away be deemed destrabe by the beneficiary sor dement destrabes by the beneficiary sor dements by the searches made by filing officers or searching agencies away be demend destrabe by the beneficiary sor damage by fire and such other the said premises against toss or damage by fire and such other the said premises against toss or damage by fire and such other the said premises against toss or damage by fire and such other the said premises against toss or damage by fire and such other thereafter public officar or separator in the chefter of the beneficiary at least the deliver of any protuce the same at grantor's exepting the deficient of any protuce the same at grantor's exepting application or release stall not current to the beneficiary at least the deliver or invalidate any act dome purposent to a such other as the protect or invalidate any act dome purposent to the protect or invalidate any act do

part merchy, may be released to grantur, such application or release shall not curre or wave any default or notice of default hereunder or invalidate any act done pursuant to such notice. 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 assessments and other charges that may be levied or assessed upon or against said assessments and other charges that may be levied or assessed upon or against said assessments and other charges that may be levied or assessed upon or against said assessments and other charges that may be levied or assessed upon or against said assessments and other charges that may be levied or assessed upon or against said assessments may and the charges that may be levied or assessed upon or against said other charges payable by grantor, ender the by direct payment or by providing other charges payable by grantor, under such payment, beneficiary may, at its beneficiary with funds with which to manount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in forth in the note secured hereby, such added to and become a part of the debt secured by this trust deed, without vasiver of any rights arising from breach of any of secured by this trust deed, without vasiver of any rights arising from breach of any of the covenaits hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shalt be bound to the same extent that there of shall, at the option of the bend ficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed. 6. To appear in and defend any action or proceeding purporting to affect the toright of rowers of hand expenses of this trust including the cost of tilte secth as well as the other costs and expenses of this trust and in any action or with this 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 trustee; and in any suit, action or security rights or powers of beneficiary or trustee may appear, including any shift for the processing in which the beneficiary or trustee may appear, including any shift or the processing of this deed, to pay all costs and expenses, including evidence of her suit beneficiary's or trustee's attorney's fees provided, however, in case her suit is between the grantor and the beneficiary or the trustee then the preventing party shall be entitled in the attorney's fees herein described; the amount of attorney's fees appendicute out of his deegraph 7 in all cases shall be fixed by the trial court or by the appendicute court if an append is taken.

It is mutually agreed that: S. In the event that any portion or all of sub-property thall be taken under the right of enduert domain or condemnation, beneficiary shall have the right, if it we right of enduert domain or condemnation, beneficiary shall have the right, if it we right of enduert domain or condemnation, beneficiary shall have the right, if it we such taking, which are in excess of the monics payable to pay all ensionable conto-such taking, which are in excess of the applied by it first upon any reasonable erocerdings, shall be paid to beneficary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the triat and appetite courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance necessarily paid or incurred by secured hereby; and grantor agrees, at its own expense, to take such action, promptly upon beneficiary's request. obtaining such competantion, promptly upon beneficiary's request obtaining such competantion, promptly upon beneficiary is request obtaining such competantion, promptly upon beneficiary is request obtaining such competantion, promptly upon beneficiary is request obtaining such competantion of this deed and the not for endustry of any ease of full reconvence, for cancellation), without affecting the tability of any 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 the provision 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 plate the same action of the plate and the plate of the plate and plate a

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 of persons legally entitled thereof" and the receitals 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 that S5. Monotone of the truthfulness thereof, the appointed by a court, and due notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy Of any security for the indebtedness hereby secured, without regard to the adequacy Of any security or any part thereof, it is own name enter upon and take possession scots and expenses of operation and collection, unplaid, and apply the same,'s fees subject to paragraph 7 hereof upon any including reasonable attorney's fees subject to paragraph 7 hereof upon any including reasonable thereby, in such order as beneficiary may determine.

including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness 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 other insurance policies or compensation or awards for any taking or damage of the price any default or opplication or release thereof a slopessid, shall not cure on the schemetry, and the proceed of grean any taking or damage of the price any default or opplication or release thereof as a foresaid, shall not cure on the schemetry, and the proceed of any agreement hereander, in payment of any indicatery may declare all sums is performance of any agreement hereander, the number of the proceed of the property is currently used and payable for every and the bone secured hereby immediately due and payable therean ever and if he above described real property is currently used in the structure of the currently used in the scheme every in a payment of any approxement and any proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary may proceed to foreclose the trustee to foreclose this trust deed in equity, as a mortgage in the above the surrently used. The beneficiary or the trustee is ball to see the structure of any agreement notice of default and his decirion to sell the said and cause to be recorded his trust deed in the deciring the rustee shall kere used. In the ortic above thereof as the indeciring the manner provided hy law for mortgage of the proceed to foreclose the trustee of an required hy trust deal in the proceed to fore fore any approxement and sale the approxement and sale the magnet real part of the proceed to foreclose the strust deed in the sale of the sale that rust are for the sale that is the time proceed to fore by advertisement and sale them after default and the greened and the obligation secured hereby, whereupon the trust deed and the obligation secured hereby, whereupon the

without any covenant or warranty, express or implied, the rectulation included of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, matters of fact shall be conclusive proof of the truthfulness thereof. Any person, matters of fact shall be conclusive proof of the truthfulness thereof. Any person, site, when trustee but including the grantor and beneficiary, may purchase at the sale. I.S. When trustee sells pursuant to the powers provided herein, trustee shall be compensation of the trustee and a reasonable charge by trustee's attorney, [2] to the poly the proceeds of sale to payment of [1] the expense of sale, including the obligation secured by the of the trustee in the trust deed at their interests may subsequent to the inter of the trustee in the trust deed at their interests may appear in the order of their proving and [4] the surplus, if any, to the granther are insuccessed in microson permitted by law beneficiary may from time to time appeart an uscession to many thistee named herein on to any uscession of the appointed meters of their proving and [4] the explose. Each such appeare to the appointed meters of the latter shall be vested with all title, powers and duties under and appear in site ender by written instrainent executed by bench lary down and appeared in the order of the appointent deceased. Each such appearement and the trust deed and its place of prove appointent or the any constraint and appeared in this to be written instrainent executed by bench lary constraints and the prove conclusive proof of prove appointent of the successor appeared in the conclusive proof of prove appoint of the successor interview in situated, shall be conclusive proof of prove appoint of the successor interview and acknowled by law. Trustee is not obligated to notify early is made a public record as provided by law. Trustee is not obligated to notify early is proceeding in which grantor, heneficiary or trustee shall be a party unless whe 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

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:

trust deed or pursuant to statute, to cancel all events without warranty, to the parties design stad trust deed) and to reconvey, without warranty, to the parties design herewith together with said trust deed) and to reconvey, without warranty, to the parties design be needed or pursuant to statute, to cancel all events and documents to estate now held by you under the same. Mail reconveyance and documents to DATED:	sóninst all :	persons whomsoever	17569	
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