

TASR-19483

TRUST DEED

THIS TRUST DEED, made this 10 day of May, 1979, between  
Randall M. Wood and Judith J. Wood as husband and wife

WITNESSETH:

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

Lot 114 in Block 39 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.

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 six hundred eighty and no/100 Four thousand

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 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 obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates 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 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.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require in an amount not less than

beneficiary with loss payable to the latter; all policies of insurance acceptable to the to the beneficiary as soon as insured; if the grantor shall fail for fifteen days after such insurance and to deliver said policies to the beneficiary at least placed on said buildings, the beneficiary and the same at grantor's expense. The amount collected under any fire or other insurance shall be applied by the beneficiary upon any indebtedness secured hereby and in such order as may be determined by the beneficiary, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or nullify 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 property, and to pay all taxes, assessments and other charges become past due or delinquent and promptly discharge the same; and to pay premiums, liens or other charges payable by grantor, either by direct payment or at the option of the beneficiary, with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to the obligations described in paragraphs 6 and 7 of this trust deed shall be added to the part of the debt secured by this trust deed, without waiver of any rights arising from the part of the debt secured hereby for such payments, with interest as aforesaid, the property they are bound for the payment of the same; and the same extent that payments shall be immediately due and payable without notice of default, and such payments shall, at the option of the beneficiary, render all mms secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. That any breach of the foregoing provisions of this trust deed shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection 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 proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including the evidence of title and the beneficiary's or trustee's attorney's fees provided, however, that the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to recover the attorney's fees herein described; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the appellate court if an appeal is taken.

*It is mutually agreed that:*

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the compensation payable as compensation for such taking, which are in excess of the amount required to satisfy the cost of such expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs incurred by beneficiary in connection with such proceedings, and thereafter, if necessary paid or incurred by attorney's fees, both in the trial and appellate courts, and applied upon the indebtedness secured hereby; and beneficiary shall be authorized, to take such actions and execute such instruments as shall be necessary in order to secure such compensation, promptly upon beneficiary's request.

At any time and from time to time upon written request of beneficiary, payment, of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability 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 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 truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time with due notice, either in person, by or through a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or cause the same to be sold, sue or otherwise collect the rents, issues and profits, including any such unpaid, and apply the same, less costs and expenses of operation and collection, 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 property, and the application or release thereof as aforesaid, shall not cure or waive 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 indebtedness to such notice, or in performance of any agreement hereunder, the beneficiary may declare all sums then or hereafter due to be immediately due and payable. In such an event and if the above described real property is currently encumbered by a first mortgage for grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity. If the above described real property is not currently encumbered by a first mortgage for grazing purposes, however, if said real property is then encumbered by a first mortgage for grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to do so. In the event of a foreclosure advertisement and sale. In the latter event the beneficiary or the trustee shall execute and deliver to the beneficiary a written notice of default and his election to sell the said described real property to satisfy the indebtedness. Thereupon, whereupon the trustee shall fix the time and place of sale, give notice thereof hereby, whereupon the trustee shall proceed to foreclose this trust deed in the manner provided in (KRS)8.720 to 86.795.

Should the beneficiary elect to foreclose by advertisement and sale then the trustee's sale, the grantor prior to five days before the date set by the trustee for the beneficiary or his successors in interest, regardless of the amount then due, and the expenses actually incurred in enforcing the terms of the obligation and trustee's sale, shall be paid by the beneficiary or his successors in interest, and the principal as would not then be due has no forfeiture occurred, and thereby cure the default, in which event all foreclosure proceedings shall be null and void.

14. Otherwise, the foreclosure proceedings shall be dismissed by the trustee.

15. The sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law governing the property so sold, but without any covenant or warranty, express or implied. The fact that the deed contains matters of fact shall be conclusive proof of the truthfulness thereof, and, in excluding the trustee, but including the grantor and beneficiary, may purchase at the

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 trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his executor or administrator.

10. For any reason permitted by law beneficiary may from time to time appoint a successor trustee to any trustee named herein or to any successor trustee appointed hereunder. If the appointment and without contravention to the provisions of this instrument, the latter shall be vested with all the powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment shall be made by written instrument executed by beneficiary, containing reference to this instrument, and filed in the office of the County Clerk or Recorder of the County in which the property is situated, shall be conclusive proof of proper appointment.

*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 title 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, agents or branches, or the United States or any agency thereof.

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and that he will warrant and forever defend the same against all persons whomsoever.

17631

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 if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, 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, Veterans' Day, Thanksgiving and Christmas.

\* 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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF Oregon

(ORS 93.490)

County of Klamath } ss.

May 12, 1979

Personally appeared the above named Randall M. Wood and Judith G. Wood and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

OFFICIAL SEAL

Margaret H. Spuller  
Notary Public for Oregon

My commission expires: 8-3-82

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19\_\_\_\_

Personally appeared \_\_\_\_\_ and \_\_\_\_\_

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, president and that the latter is the secretary of \_\_\_\_\_

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for \_\_\_\_\_

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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 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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Wells Fargo  
572 E. Green Street  
Pasadena, CA 91101

KAREN STARK  
Trust Services

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of July, 1979, at 10:13 o'clock A. M., and recorded in book 172 on page 17630 or as file/reel number 71214

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. Milne

County Clerk

Title

By Suzanne A. DeLoach Deputy