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May THIS TRUST DEED, made this 14 day of ____

TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

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

12 __in Block _____i6 ___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.

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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 Soven thousand

two hundred and no/100 Dollars, with interest thereon according to the terms of a promissory note of even date here with, 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 20 Nay 19.89 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of sald 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 alterated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates obtained the written consent or approval of the beneficiary, then, at the beneficiary option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

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;
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1. To protect, preserve and maintain said property in good condition and repair;
1. To proven or demolish any building or improvement thereon; not to commit or the opporting the permit any warped or estove 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.

To comply with all laws, ordinances, regulations, covenants, comultions, and pay when due all costs incurred therefor.

To comply with all laws, ordinances, regulations, covenants conditions, and pay may filing same in the proper public offices or offices, as are on well as the cost of all lien searches made by filing officers or searching agencies well as the cost of all lien searches made by filing officers or searching agencies well as the cost of all lien searches made by filing officers or searching agencies as use or of well as the beneficiary may from time to time require an amount not less than hazards as the beneficiary may from time to time require in an amount not less than hazards as the beneficiary may from time to time require in an amount not less than hazards as the beneficiary may from time to time require in an amount not less than hazards as the beneficiary may from time to time require in an amount not less than hazards as the beneficiary may from time to time require in an amount not less than hazards as the beneficiary may from time to time require in an amount not less than hazards as the beneficiary may from time to time require in an amount no

pair thereof, may be released to grantor. Such application or recease sum varies on the fault 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 suspensive perior or part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts entered to beneficiary; should here of the property before any payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor constructions to providing other charges payable by grantor of the payment, beneficiary may, at its option, make payment thereof, and the amounts op paid, with interest at the rate soption, make payment thereof, and the amounts op paid, with interest at the rate soption, make payment thereof, and the amounts op paid, with interest at the rate sequence of the covernant deed without waiver of any rights arising from breach of any of the covernants deed, without waiver of any rights arising from breach of any of the covernants described, as well as the grantor, shall be bound to the same extent that they ments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sams secured by this rust deed immediately due and payable and constitute a breach of this trust led the search as well as the other costs and expenses of the trustic including the cost of title search as well as the other costs and expenses of the trustic including the cost of title search as well as the other costs and expenses of the trustic including the cost of title search as well as the other costs and expenses of the trustic including the cost of title search as well as the other costs and expenses of the trustic including the cost of title search as well as the other costs and expenses of the trustic including the cost of title search as well as the other

with his 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; 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 evidence 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 party stial be entitled to the attorney's fees therein described; the amount of attorney's fees the described; the amount of attorney's fees the described; the amount of attorney's fees therein described; the amount of attorney's fees therein described; the amount of attorney's fees therein described; the amount of attorney's fees the describ

It is mutually agreed that:

S. In the event that any portion or all of vaid property diall be taken under the right of embeut domain or condemnation, heneficiary shall have the right, if it was elect, to require that all or one portion on the montes payable as compensation for such taking, which are in excess of the anomalic value of a pay all reasonable voice expenses and attorney's fees never and applied by it first upon any reasonable proceedings, shall be paid to benefic fees, both in the trial and appelate courts and expenses and all by heneficiary in such proceedings, and the balance accessarily paid or the indebtedness secured hereby; and grantor agrees, at its own expenses, to take actions and execute such instruments as shall be necessary expenses, to take actions and execute such instruments as shall be necessary to obtaining stack-compensation, promptly upon beneficiary's request.

Obtaining stack-compensation, promptly upon beneficiary's request.

The payment of its fees and presentation of this deed and the note for endossement (payment of its fees and presentation of this deed and the note for endossement 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 recoverynce 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 not less than \$5.

10. Upon any default by gentor hereunder, beneficiary may at any time with due notice, either in persugant or by a receiver to be appointed by a court, and without regard to the property or any part thereof, in its own name the property or any part thereof, in its own name and take passession of said property or any part thereof, in its own name and any any 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.

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 care or waive any default or notice of default hereunder or invalidate any act damage of the property, and the application or release thereof as aforesaid, shall not care or waive any default or notice of default hereunder or invalidate any act damy indebtedness secured hereby on the property in the property of the property in the property of the property of the property in the property of the prop

matters of jace some be comerance printing of the truiting mercol. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the season of the proceeds of sale to payment of (1) the expenses of sale, including the 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, (24) the obligation secured by the trust deed, (3) to all persons having expense to the interest of the trustee in the trust deed as the interest of the trustee in the trust deed as the interest of the trustee in the trust deed as the interest of the instead of the property of the payment in the order of their priority and (4) the surplus, if any, to the granter or to any successor in the successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a moreous or successor to any flustee therein or to any successor trustee appointed hereinnels. Upon successor the expense of the control of the surface of the control of the c

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.

and that he will warrant and forever defend 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, tamily, household or agricultural purposes (see Important Notice below),

(b) for an organisation, or (even it grantor is a natural person) are for business or commercial purposes other than ag 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 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 the contract or agreement you have the right to revoke the contract or agreement by notice to the seller until midnight of the transaction. A business day is any calendar day except Sunday, and the following business holidays: 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 OAQUE (ORS 93.490) County of Blaman STATE OF_ -, County of ... Personally appeared the above named Kolch Personally appeared each for himself and not one for the other, did say that the former is the ent to be work with the second of the second president and that the latter is the secretary of SOFFYCIAL Hologane. and that the seal affixed to the foregoing instrument is the corporation, 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: Natary Rublic for One My commission expires: 8-3-82 Notary Public for (OFFICIAL SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. The undersigned is the legal owner and holder of all indebtedness secured by the loregoing trust deed. All sums secured by said have been fully read and satisfied Vow hereby are directed on payment to you and a to you under the terms of 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 indebtedness secured by said trust deed (which are delivered to you trust deed nave been tully paid and satisfied. You nereby 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 todashes with said trust deed) and to recover without managers and to the control of the said trust deed or pursuant to statute, to cancel all evidences of indeptedness 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: 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. STATE OF OREGON County of Klanath SS. I certify that the within instrument was received for record on the 26th day of July , 19 att.0:34 o'clock AM., and recorded in book 1179 on page 17760 or as file/reel number 71297 SPACE RESERVED FOR Record of Mortgages of said County. RECORDER'S USE Witness my hand and seal of Beneficiary County affixed.

AFTER RECORDING RETURN TO Wells Fargo Realty Services Inc. 572 E. Green Street Passadena, CA 91101 KAREN STARK

Trust Services

Wn. D. Milne

County Clerk