TRUST DEED Vol. <u>779</u> Page 38-19690 19125 Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH _____in Block _______of Tract 1184-Oregon Shores-Unit 2-1st Addition as shown on the map filed on November 8, COUNTY, OREGON, described as: in the state of the state of the county Recorder of said County. In the state of th Lot _____ in Diock _____ or, Fract From Oregon Subles One of and County as shown on the map to 1978 in Volume 21, Page 29 of Maps in the office of the County Recorder of said County. (d) mit of electronic segments of strengt to strengt end of the strengtend of the strengt end of the strengt end of the strengt end o ĴĮ, 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 result issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECTION OF PERFORMANCE of each agreement of grantor herein contained and payment of the sum of the original of even date herewith, payable to Dollars, with interest thereon according to the terms of a promissory inte of even date herewith, payable to Dollars, with interest thereof, if not sooner paid, to be due and payable.

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 beneficiary or order W made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **INFLUE**, 19 **S** 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 which described property, or any part thereof, or line is the date, stated above, on which the final installment of all note becomes due and payable. In the event the which described property, and pay thereof, or line is a line of 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 bove described real property is not currently used for exceeding the pay of the state of the maturity dates. The showe described real property is not currently used for exceeding the pay of the pay of the state of the maturity date is the state of the maturity of the debt secured by the state of the maturity dates. purposes restriction thereon...(c) foin in any subordination or other agreement affecting this restriction thereon...(c) foin in any subordination or other agreement affecting this deed or the lien or grantee in any reconvey, without warranty, all on any part yf the property. Tmitled thereto, and the reconstruction of any matters or facts shall persons legally emotion of the truthfulness therein of any matters or facts shall persons legally emotion of the truthfulness these facts for any of the services the conclusive fut parenan, by agent or security for the indebteenders thereby accurd, in on the dequary of the services to conclusive fut parenson, by agent or security for the indebteenders thereby accurd, in on the dequary of any property or any part there have by a court, any without result to the adequacy of any property or any part there have by a court, secured, and apply the same. Less fers and profits, including those past thue and unpaid, and apply the same. The fres there is to rearge the source of the sub-including reasonable attorney's fers subject to paragraph '7 hereof upon any including reasonable attorney's in such order as beneficiary may determine. indebtedness secured hereby, in such order as beneficiary may determine. obtained the written consent or approval of the beneficiary inten, at the beneficiary's option, all of expressed therein, shall become immediately due and payable.
 The above described real property is not currently used for agricultural, timber or grazing purposes
 The above described real property is not currently used for agricultural, timber or grazing purposes
 To protect, herein, shall become immediately, due and payable.
 To protect the security of this trust deed, grantor agress:
 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 protect, preserve and maintain said property in good condition and repair.
 To prone demolish any building or improvement thereon; not to commit or improvement which may be constructed, damaged or destroyed thereon.
 Didding or improvement which may be constructed, damaged or destroyed thereon.
 Didding to improvement which may be constructed, damaged or destroyed thereon.
 To provide and to pay searches made by filing same time for proper public office or offing same in the proper public office or offing again to be for any sectifies against on ser damage by file and such other any be deemed destrable by the beneficiary.
 To provide alle by the beneficiary may from time to the regrantor shall fail for order at least the proper public of insurance of any presenter any fire or the latter; all policies to the beneficiary at least property with loss payable to the latter; all policies to any be applied by file proper proble of insurance of any be experted for the beneficiary may from time to the regrantor shall fail for order at least the property file beneficiary may provide there and at grantor shall fail for any be applied by the beneficiary more proper heast at grantor astant cater, any free and there any fire and ģ unpaid, and apply the same, less costs and expenses of operation and collection, indebiedness secured hereby, in such order as beneficiary may determine.
indebiedness 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 insurce policies or application or avards for any laking to damage of the wire any default or compensation or avards for any laking to damage of the wire any default or application or elease thereof as aforesaid, shall not cure or wards not including any indebtedness secured hereby and the moment, the beneficiary may declare all sums 12. Upon default by grantor in payment of any indebtedness accured hereby including the secure data and any indebtedness accured hereby including the secure data and any superstant of any indebtedness are default or inside any action in payment of any indebtedness are default or described real property is currently used for agricultural, the beneficiary may declare all sums in declare data and proceed to foreclose this trust decd in equity, as a mortgage in described real property is a unrely ace or direct the trustee in or the trustee shall exceed the function of default and is a data for the subset of foreclose this trust decd in foreclose the trust event and the section more provided by law for mortgage foreclosures. However, if said real property is antive or discriber of the rustee shall exceed the function of a subset of berecorded in satisfy, the obligations sectored hereby, whereapon the site of a foreclose this trust decd in the manner provided in ORS/86.740 inside real property is antive sector of precises the accord in the subset of the data set by the trustee of the fore the trustee of the terms of the obligation more of the entire amount due to the principal of the trustee is all the rustee of the trust entire of the days before the date set by the trustee of the foreclose thi \sim c. Ć IM <u>___</u> beneficiary, upon any option of beneficiary the entre amount or release shalt not entre or invalidate any act done pursuant entre of any thereaft, may be released to grantor. Such application or release shalt not entre or invalidate any act done pursuant entry with any default or notice of default hereault or invalidate any act done pursuant entry such as the entry of the entr

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 mutitually agreed that? A. In the event that any portion or all of said property shall be taken under the event in the event of the moniter paylors, all trains compensations of the moniter paylors, all trains on the event of the moniter paylors, all trains on the event of the moniter paylors, all trains on the event of the moniter paylors, all trains on the event of the moniter paylors, all trains on the event of the moniter paylors, all trains on the event of the anomet paylor of the paylor of the submather event, which are the event of the amount required by the paylor of the submather event, and the paylor of the paylor of the event of the anomet paylor of the paylor of the submather event events, and execute and paylor of the required by the paylor of the submather event events and the paylor of the submather event events and the paylor of the submather event events and the paylor of the submather event events. Submather the paylor of the submather event is a submather event event events and the paylor of the submather event events. Submather events are event to be event of the submather event is the train of this there event and the note for end of the mather event and presentation of this event of the independent of the there events, there events of the law of the mather event of the there event of the note for events and the mather events of the second presentation of the submather event of the target of the event of the there to the event of the target of the mather events of the second presentation of this event of the there events of the there to the event of the target of the mather events of the there to the event of the target of the mather events of the target of the targe

excluding the trustee, but including the grantor and beneficiary, may purchase at the second second

property is situated, shall be conclusive proof of proof

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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 The Trust Deed Act provides that the trustee beteunder 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 little insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or brichas, or the United States or any agency thereof. simple of said described real property and has a valid, intencumbered titled thereto

NOTE:

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) to grantor's personal family, household or agricultural purposes (see Important Notice below), (a) to grantor's personal family, household or agricultural person) are for business or commercial purposes other than agricultural (b) to an organization. Of over it ferenter to and birds all persons because the second state the second state and birds all persons and the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the benefit of and birds all persons because the second state to the secon purposes purposes This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legates, devisees, administrators, executions, 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 contract secured hereby, whether or not name and the neuter, and the singular number includes the plural. TAL WITCHEES WITCHERSON IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. 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 pursiant 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 Musices advance of, or at the time of your signing the contract or agreement by notice to the seller until midnight of the following business having and the contract or agreement you have the right to revoke the contract or agreement by notice to the seller until midnight of the substances business day is any calendar day except Senday, and the following business having and the consummation of the transaction. A business day is any calendar day except Senday, Weteran's Day, Thanksguring and New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Colympus Day, Veteran's Day, Christmas. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is opplicable and the beneficiary is a crediter of such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and regulated by making required disclosures. If compliance with the Act not required, disregard this notice STATE OF _____, County of. and and who, being duly sworn, who, being duly sworn, is the for himself and not one for the other, did say that the former is the nesident and shot the former is the 10RS 93.4901 (If the signer of the above is a corporation, use the form of acknowledgment apposite.) III the form of acknowledges STATE OF Starter of the above named for the above named , a corporation, and that the seal atlixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be hall of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Belore me: a corporation, a or unectors, and each or voluntary act and deed. (OFFICIAL SEAL) Notary Public for My commission expires: REQUEST FOR FULL RECONVEYANCE 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 tuily paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the delivered to you have been tuily paid and satisfied. You hereby are directed, on payment to said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed. To be used only when obligations have been pa SKEG trust deed have been tully 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 to 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 TO estate now held by you under the same. Mail reconveyance and documents to trustee for concellation before reconveys DATED: STATE OF OREGON ss. not lose or destroy this Trust Deed OR THE NOTE which it secure County of Klamath I certify that the within instrument was received for record on the TRUST DEED 10t Iday of August 19 79 at 3:36 o'clock DM, and recorded at _3.30 0 cuor _ on page 19125. in book _ 17.9 _ on page 19125. or as file/reel number _ 72196 Record of Mortgages of said County. Witness my hand and seal of SPACE RESERVED Granto County affixed. FOR RECORDEN'S USE Wa. D. Milne Title Bonoficiary By Bernethe Afetoch Doputy Wells Fargo Realty Services Ind and another the 572 E. Green Street Fee \$7.00 Pasadena, CA 91101 KAREN STARK Trust Servic