2-1975 2281974541 TRUST DEED Vol. <u>79</u> Page ITILS I KUSI DEED, made this \_\_\_\_\_\_ 28 day of \_\_\_\_\_\_ JUNE \_\_\_\_\_, 19 79 , between <u>ROBERT ROLAND CLOUTIER AND GACOLYNI JOAN CLOUTIER HUSSANDAD WICH AS TOWARTS BY</u>, as Grantor, 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: \_in Block \_\_\_\_\_\_\_ 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 <u>FIVE</u> THOUSAND THEGL HUNDUD TEN \_\_\_\_\_ Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to co beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable \_\_\_\_\_\_\_ . 19 89 uncreased therein, or herein, shall become immediately due and payable. obtained the written consent or approval of the beneficiary: then, at the beneficiary's expressed therein, or herein, shall become immediately due and payable.
 The above described real property is not currently used for agricultural, timber or grazin. To protect the security of this trust deed, grantor agrees:

 To protect preserve and maintain said property in good condition and repair.
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 To complete or restore promyty and in good and workmanlike manner any building or improvement incred therefor.
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 To complete and continuously mainten the surgeror or searching agencies as any be deemed desirable by the beneficiary so request for an amount not test than any be deemed desirable by the beneficiary and promyters or searching agencies as the beneficiary may from time written in companies acceptable to the beneficiary may proveme the shullding or any reason to the buildings on any provement in the granton shall fail for any reason to the fraction of first and such other hasards as the beneficiary may from time written in companies acceptable to the beneficiary may provement shall fail for any reason to the fraction of any policy of insurance shall be delivered in the and any first on the latter, all policies to the beneficiary may reason to the fraction of any policy of insurance shall be first on any secontary for any deplate tor The above described real property is not currently used for agricultural, timber or grazing purposes 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 where the described as the "person of persons legally entitled thereto," and the recind thereto in of any matters or facts shall be conclusive proof of the truthfuness therein Trustee's fees for any of the services mentioned in this paragraph shall he not intervention 5. 10. Upon any default by granton thereinder, beneficiary may at any time with a due notice, either in person, by agent or by a security for the indebtedness hereby services without regard to the adequity of suid property or any part thereof, in its owner enter upon and take poist the rents, issues and profits, including those passimet und and applying the rents, issues costs and expenses of operation and collection, unpaid, and applying attorney's fees subject to paragraph 7 hereof upon any indubtedness 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 application or an thereof a galaxies of a such and a such and a such and a such and a such as the proceeds of fire and other insurance policies or application or an thereof as a foresaid, shall not cure waite and it.
10. The entering upon and taking possession of a such property, the collection of application or interference or invalidate any act done pursuant to such and there of a such areas any act done pursuant to such and there of a property is currently used for any taking or damage of the property and if the above described real property is currently used for agriculated at a such and there by innecticary may proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the beneficiary and proceed to foreclose this trust deed in equity as a mortgage for a such and proceed to foreclose this trust deed in a such and the said and cause to be recorded his written naice of bag is not so carrently used. In the latter avoine of bag atom any proceed to foreclose this trust deed in the required by taw for nortgage of said, give notice thereof at the required by taw and proceed to fore of said. The said and cause to be recorded his trust deed in the here ficary or the required by the said of the proceed by developed by the said of the default and the required by taw, and proceed to foreclose this trust deed in the and the collection of the proceed to fore and the said of the default and the trustee for the after default at any lime proceed to foreclose this trust deed in the default and the trustee for the after default and the beneficiary default and the default and the eneed at the default and the de scarch 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, action or proceeding in which the beneficiary or trustee provided, however, in cast plar with the beneficiary's or, itsuite's attorney's fees provided, however, in cast plar with is the beneficiary's or, itsuite's attorney's fees provided, however, in cast plar may shall be the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees herein described; the amount of attorney's fees appealiate court if an appeal is taken. the mount of an appeal is taken. excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
S. 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 areasonable charge by trusts having recorded liens obligation secured by the trust deed. (3) to all trust deed as their interests may muscless of sale trustee and the trustee the trust deed as their interests may may precede the trust deed. (3) to all the grantor or to appear in the order of their priority and (4).
I.6. For any reason permitted buckets have bus deed as their interest of the appoint and the appointent, and without conversance to the appoint of the appointent. If the powers and duties made an eccessor to make the appointent, and without conversance to are appointed herein mande by witten instrument executed by brief, or not conversation and the part of ecould without conversance of the reference of the or provided matching the secure and the spectra with all title, powers and duties meet and upon any trusted in amade by witten instrument executed by brief, work on somation or to made the conversance of the reference of the Guanty Clerk or Recorder of the conversance of the reference of the Guanty Clerk or Recorder of the conversance of the successor the sale to be appointed of power appointment of the successor trustee.
.7. Trustee accents this trust when this deed, duly executed and acknowledged It is mutually bgreed that: Solution: The event that any portion or all of said property shall be taken under the solution of emiliant domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any option of the monile payable as compensation for elects, to require that all or any option of the monile payable as compensation for elects, to require that all or any option of the monile payable as compensation for elects, to require that all or any option of the monile payable as compensation for elects, to require that all or any option of the monile payable as compensation for events, which are in excess of the annual applied by it just upon any reasonable contri-custs and expenses and attorney's fees, both in the trial and appliet evolution applied upon the indebtedness accured hereby and grantor agrees, at its own applied upon the indebtedness accured hereby and grantor agrees, at its own obtaining such compensation, promotive upon written request of beneficiary obtaining the compensation, promotive upon written request of beneficiary, option for the payment of the indebtedness, trustee may fall consent to the making period for the payment of the indebtedness, trustee may fall consent to the making of any map or plat of said property (b) join in granting any casement to creating 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. opports of a situated, shall be conclusive proof of proper appointers of a situated, shall be conclusive proof of proper situated and acknowledged that its. Trustee accepts this trust when this deed, duly exercised and acknowledged is a provided by law. Trustee is not obligated to motify any is made public record as provided by law. Trustee is not obligated to motify any action or party, hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. 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 tille 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 7213-80470 00.385663

NG DV: 275 and that he will warrant and forever defend the same against all persons whomsoever. grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), for an organization, or (oven if grantor is a natural person) are for business or commercial purposes other than The grantor (a)\* primari ericultural 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 it you did not receive a Property Report prepared pursuant You have the option to your your contract or agreement by notice to the senter in you did not receive a rioperty 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 advance of, or at the time of your signing the contract of agreement in you received the cooperty report less than 40 nours 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 \* 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. Robert Roberd Clothe (If the signer of the abave is a corporation, use the form of acknowledgment apposite.) (ORS 93,490) STATE OF \_\_Hawaii STATE OF \_\_\_\_ \_, County of \_\_\_\_\_) ss. County of Honolulu July 03, *19* 79 Personally appeared Personally appeared the above named. Robert Roland Cloutier and Carolyn who, being duly sworn, each for himself and not one for the other, did say that the former is the Jean Cloutie and acknowledged the foregoing instru-ment to be their voluntary act and deed. Before me: president and that the latter is the secretary of and that the seal affixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. (OFFICIAL Experie C. Canhon SEAL) 31 - Carpenie C. Canhon Before me: Notary Public for First Judicial Circuit My commission expires: بمموا ومور والممتمة مهدومه (OFFICIAL Notary Public for SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been poid. TO: 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: Beneficiary Do not lose 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. TRUST DEED STATE OF OREGON SS. County of .....Klamath-I certify that the within instrument was received for record on the 27th day of September, 19 79, at 10:36 o'clock A M., and recorded in book M79 on page 22840 Grantor on page wher 74541 or as file/reel number SPACE RESERVED FOR Record of Mortgages of said County. Witness my hand and seal of RECORDER'S USE County affixed. Beneficiary. AFTER RECORDING RETURN TO Wells Fargo Realty Services Ind Wm. D. Milne 572 E. Green Street ..... Pasadena, CA 91101 County Clerk Title KAREN STARK By Klernetha KUTS Ch Deputy Trust Services Fee \$7.00