

THIS TRUST DEED, made this 28 day of August, 1979, between  
Jerry L. Weller and Coni L. Weller as husband and wife

**WITNESSETH**, that he issued and delivered the foregoing deed and Trust Agreement as his free act and deed, and that he executed the same without duress, fraud or coercion, and that he intended by the execution thereof to convey unto said Trust the premises therein described, together with all rights and interests therein, unto said Trust, unto said Grantor irrevocably, gratis, bargain, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH COUNTY, OREGON, described as follows:

Lot 40 in Block 32 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 Five thousand

eight hundred fifty and no/100

30 September 1989

beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 30 September 1989 at the office of the undersigned, at the maturity date hereof, payable to the order of the undersigned.

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 otherwise disposed of, the proceeds of such sale, agreement, conveyance, assignment or disposal, shall be paid to the undersigned, or to the order of the undersigned, and the undersigned shall be entitled to receive the same without further 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.

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 shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason, to procure any such insurance and to deliver said policies to the beneficiary at least thirty (30) days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the grantor shall reimburse the beneficiary for the amount of the amount collected under any fire or other insurance which may be applied by the beneficiary upon any indebtedness secured hereby and in such order of priority as may determine, 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 discharge any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 before any part of such taxes, assessments and other charges become past due, or delinquent and promptly deliver receipts therefor to benefit of law should the

[illegible]

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 recovery of a decedent's estate, to pay all costs and expenses, including evidence of title and the beneficiary's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary, the prevailing party shall be entitled to 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.

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 affects, to require that all or any portion of the

...to require that all or any portion of the monies payable as compensation for such raking, which are in excess of the amount required to pay all reasonable costs, 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 and expenses, and attorney's fees, both in the trial and appellate courts.

costs and expenses, and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. 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, and

any map or plat of said property; (b) join in granting any easement or creating any

enline, D. H.

The grantor covenants and agrees to and with the beneficiary

The Trust Deed Act provides that the trustee hereunder

The Trust Deed Act provides that the trustee hereunder must be either an attorney or savings and loan association authorized to do business under the laws of Oregon or property of this state, its subsidiaries, affiliates, agents or branches, or the United

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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 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.

25550

25550

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 pledgees, 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, Veteran's 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.

James D. Weller  
Coni L. Weller

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

(ORS 93.490)

STATE OF Oregon } ss.  
County of Klamath }  
August 28, 1979  
Personally appeared the above named  
James D. Weller and Coni L. Weller  
and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.  
Before me  
(OFFICIAL SEAL)  
Margaret H. Spiller  
Notary Public for Oregon  
My commission expires 8-3-82

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

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_ a corporation, 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  
(OFFICIAL SEAL)  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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 sum owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidence 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: \_\_\_\_\_ Beneficiary

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.

TRUST DEED

Grantor  
Beneficiary

STATE OF OREGON

County of Klamath } ss.  
I certify that the within instru-  
ment was received for record on the  
30th day of October, 1979,  
at 11:19 o'clock A.M., and recorded  
in book M79, on page 25549  
or as file/reel number 76195.  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed:

Wm. D. Milne  
County Clerk  
Title  
By \_\_\_\_\_ Deputy  
Fee \$7.00

Wells Fargo Realty Service Inc.  
572 E. 9th St.  
Pasadena, Ca 91101  
attn: Maria Rodriguez