## Vol. /// Page 268

TRUST DEED at male to the second second to the second second second second second second second second second s

76880 aday of <u>October</u> \_. 19 <u>79</u>, between THIS TRUST DEED, made this \_ as Grantor

Douglas F. Maare, a single man -TRANSAMERICA, TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

WITNESSETH: AC 237 Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH di 36 COUNTY, OREGON, described as:

annual stode truit see how yeb of the band and is, organist constant subscription for Allian Allian the map filed on November 8, <u>41</u> in Block <u>32</u> 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. Nolume 21, Page 29 of Maps in the office of the County Vectories of and county state county state of the property of the Downey to the state of the state of the property of the Downey to the state of the state of the property of the pr

STORE TARA CALL IN THE MERINA AND A STORE City Carlos Maria 20122 2

in an a start the second start of the second start of the second start of the second start of the second start Start of the second start of the

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereiunto 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 first therewith, payable to Elect hundred hitty Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to 

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said noire becomes due and payable. In 922 The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said noire becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is been described payable or allenated by the grantor without first having obtained the written consent or approval 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.

obtained the written consent or approval of the beneficiary; then, at the beneficiary so option, all 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:

 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;
 restriction deed or of said property.
 To comply witheling or improvement hiereon: not to commit or the proper period of the dist property.
 To comply with all laws, ordinances, regulations, covenants, conditions, and maintain sid property.
 To comply with all laws, ordinances, regulations, covenants, conditions, and maintain figure affecting said property.
 To comply with all laws, ordinances, regulations, covenants, conditions, and maintain figure affecting said property.
 To acomply with all laws, ordinances, regulations, covenants, conditions, and may well as the cost of all lien searches made by filing officers or secreting agencies as unay be deemed destrable by the beneficiary as soon as insured; if the grantor shall fail for any reason to including inducted for any reason to deliver side policies of insurance shall be delivered for any file of the properties of the beneficiary at soon as insured; if the grantor shall fail for any reason to the properties of the deliver side policies of insurance now or hereafter property in the tender of any policy of insurance now or screenter to main the ordinance and policies of insurance shall be delivered including of any reason to the conficiary at soon as insured; if the grantor shall fail f

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 nustee and in any suit, action or proceeding in which the beneficiary or nustee may appear, including evidence of this deed, to pay all costs and spentes, including evidence of this deed, to pay all for the spenter of this deed, to pay all costs and spentes, including evidence of this deed, the beneficiary's or trustee's attorney's fees provided, however, in case the suit is between the grantor and the beneficiary other mustee then the prevailing party shall be entitled to the attorney's fees herein described; the amount of attorney's fees mentioned in this pargraph 7. In all custs shall be fixed by the trial court or by the appellate court if an appeal is taken! It is intuitially agreed that?

It is initially agreed that? We want to fail of side property shall be taken under the fail of eminent domain or condemnation, beneficiary shall be taken under the rest of eminent domain or condemnation, beneficiary shall be taken under the second of eminent domain or condemnation, beneficiary is shall be a property shall be a compensative taken the taken to be the second of the mediate proceedings, shall be paid to beneficiary and applied by it first some any reasonable costs and expenses and attorney inferse payles that and applied to the second of the s

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 grante in any reconveyance may be described as the "person persons legally entitled thereto," and the rectails 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 55. "Non any default by grantor hereunder, beneficiary may at any time with due notice, elitier in person, buggent or by a receiver to be appointed by a court, and without regard to her adequacy of any security for the indebtedness thereby secured, without regard to here adequacy of any security or any part thereof, in its own name enter upon and existsion of said property or any part thereof, in its own name une or other whysper the same, busges costs and expenses of operation and collection, uncluding reasonable attorney's fees subject to paragraph 7 hereof upon any 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  $\overline{of}$  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 a saforsaid, shall not cure or waine anni technologies of the analysis of any taking or damage of the property, and the application or release thereof as a foresaid, shall not cure or waine annite. 12. Upon default by grantor in payment of any indefinary may declare all sums event there by intered and payable there in the property of the above described real property is currently useful for exclusion in the paragraph of any agreement hereander, the beneficiary may prelare all sums described real property is currently useful for exclusion in the beneficiary may proceed to foreclose forestruct. However, if said real property is for any taken there is the theory or the beneficiary may proceed to foreclose forestruct. However, if said real property is for any taken of the trustee to foreclose this is not so currently useful the motice of default and his election to sell the said and everified real properties to satisfy the obligations secured hereby, whereupon the discribed real properties that the trust decd in the enter of an ORS/86.740 to 87.95 Should the beneficiary decise this trust deed in the hereby inside the manner provided in ORS/86.740 to 89.95 Should the beneficiary by decision secured hereby the curstee for the affect and thereby inside the manner provided in a stocessors in therest, respectively, the entire and pain of the paragraph. A safe there and place of sale, give notice thereof as then required by this stocessors in therest, respectively, the entire and safe form and the secure and the secure and the secure and the obligation secured hereby, whereupon the discribed safe and

excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 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, is to all persons having recorded liend obligation secured by the trust deed, is to all persons having recorded liend obligation secured by the trust deed, is the anti-the trust deed as their interests may appear in the order of their priority and (b) the surplus, if any, to the grantor or to its successor is interest of the appointent, and without conveyance to the appoint a successor trustee. The appointent, and without conveyance to the appointent, and without conveyance to the appointent herein and the vested with all title, powers and duties conferred upon any trustee herein amed be vested with all title, powers and thuiss conferred upon any trustee herein amed be vested with all title, powers and thuiss conferred upon any trustee herein amed be vested with all title, powers and thuiss conferred upon any trustee herein amed be vested with all title, powers and thuiss conferred upon any trustee herein amed by vested with all title, powers and thuiss conferred upon any trustee herein amed by vested with all title, powers and thuiss confirment and without conversance to the property the stated, shall be conclusive proof of proper appointment of the successor truster is the successor to the succes

property is situated, shall be conclusive proof of proper appointment of the successor truttee. Truttee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hierto. 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 seized in fee simple of said described real property and has a valid, unencumbered titled 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. 7-213-80491 and that he will warrant and forever defend the same against all persons whomsoever.

26846

03885

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 persoh) 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, 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 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 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.

IORS 93.490

\* 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.

2.5

\* Dauglas F More witnessed by s K

ストロロシス

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

Signature

STATE OF HAWAII, SS Honolulu COUNTY OF\_\_\_ October 16, 1979 On before me. known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That <u>he</u> resides at PO Box 44, Haleiwa, HI ; that he was present and saw Douglas F. Moore personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution. luger 2



TO

Ø

TO LA

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 ......

..... Trustee

Beneficiary         Do not lose or dedroy this true Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellulion before reconveyonce will be made.         TRUST DEED       STATE OF OREGON         County, of Klamath       I certify that the within inst ment was received for record on the second of the trustee for concellulion before reconveyonce will be made.         Grantor       I certify that the within inst ment was received for record on the second of the trustee for concellulion before reconveyonce will be made.         Grantor       I certify that the within inst ment was received for record on the second of the trustee for concellulion before record on the second of the trustee for record on the second of the trustee for concellulion before record on the second of the trustee for as file/reel number 7.6980         Pron       Record of Mortgages of said County.         Pron       Nitnees         Witnees       Mm. D. Milne         2 E. Green Street       County Clerk.       T         Second of Q 101       County Clerk       T		an a	
TRUST DEED       STATE OF OREGON         County of       Klamath         I certify that the within inst         ment was received for record on 1         14th day of November, 19         Grentor         Grentor         SPACE RESERVED         SPACE RESERVED         SPACE RESERVED         or as file/real number 76880         Reconderns use         Witness my hand and seal         County affized         Beneficiary         Arter Reconding Returns to         Dills Fargo Realty Services Inc.         2 E, Green Street         Scourty Clerk         Scourty Clerk	요즘 사람들은 것은 가지 않는 것은 것은 것은 것은 것을 가지 않는 것을 가지 않는 것이 없다.	(a) A. S.	
County of Klamath       I certify that the within inst ment was received for record on 1 14th day of November, 19 79 at 3:40 o'clock P. M., and record in book M-79 on page 2689 or as file/reel number 76880 For Record of Mortgages of said County Neconders use         Pros       Record of Mortgages of said County Witness my hand and seal County affixed.         After Recording Return to bills Fargo Realty Services Inc. 2 E. Green Street       Wm. D. Milne         2 E. Green Street       County Clerk       T         After Agenta       T	en e	an 2015 an UNE OF A LEAST AND	STATE OF OREGON
ment was received for record on 1         14th day of November, 19         orights         Grantor         Space RESERVED         or as file/reel number         for         For         Record of Morigages of said County         Por         Record of Morigages         Por         Record of Morigages         Por         Record of Morigages         Por         Por         Record of Morigages		<ul> <li>Another and the second sec second second sec</li></ul>	County of Klamath
Granter       14th day of November, 19, 75         Granter       at 3:40 o'clock P. M., and record in book M-79 on page 2683         SPACE RESERVED       or as file/reel number 76880         FOR       Record of Mortgages of said County         POR       Witness my hand and seal         County affixed.       County affixed.         AFTER RECORDING RETURN TO       Wm. D. Milne         2 E. Green Street       County Clerk       T         Actiona, CA 91101       A. Mine	194 and 194 Alfred Theorem Areas and 197 and 197		I certify that the within instru-
Greator       at 3:40 o'clock P. M., and record in book M-79 on page 268.         Greator       in book M-79 on page 268.         FOR       Record of Mortgages of said County.         POR       Record of Mortgages of said County.         Record of Mortgages of said County.       Nitness my hand and seal         County affixed.       Witness my hand and seal         IIIs Fargo Realty Services Inc.       Wm. D. Milne         2 E. Green Street       County Clerk       T         Second, CA 91101       Ar (March 100.)		di se in antres en di con antres di se	ment was received for record on the
Grantor in book M-79 on page 268. SPACE RESERVED or as file/reel number 76880 FOR Record of Mortgages of said County. Witness my hand and seal County affixed. Beneficiary AFTER RECORDING RETURN TO IIS Fargo Realty Services InCs E. Green Street Science CA 91101 A COUNTY Clerk 71 A COUNTY Clerk 71	ಕ ಪ್ರಕ್ಷೇತ್ರಗಳಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಬಿಡಿದಿಗೆ ಸಂಸ್ಥೆ ಕಾರ್ಯಕ್ರಿ ಮಾಡಿದ್ದಾರೆ. ಕ್ರೀತಿಯಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಕ್ರೀತಿಯಲ್ಲಿ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ ಸಂಸ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ	[13] M. Martin, M. L. Schlieff, and M. S. Santari, "A strain of the s	
SPACE RESERVED       or as file/reel number 76880         FOR       Record of Mortgages of said County.         POR       Witness my hand and seal         Beneficiary       Ounty affixed.         AFTER RECORDING RETURN TO       Wm. D. Milne         IIIs Fargo Realty Services Inc.       Wm. D. Milne         2 E. Green Street       County Clerk       T         Second, CA 91101       Mm. D. Milne	Grantor		in book M-79 on page 26845
Beneficiary       RECORDER'S USE       Witness my hand and seal         AFTER RECORDING RETURN TO       IIIs Fargo Realty Services InC,       Wm. D. Milne         2 E. Green Street       County Clerk       T         Sciena, CA 91101       Mm. D. Milne       Mm. D. Milne	n an Alban Sanaharan an Alban Sanaharan Alban Sanaharan Alban Sanaharan Alban Sanaharan Alban Sanaharan Alban S Na Sanaharan Alban Sanaharan Alban Sanaharan Alban Sanaharan Alban Sanaharan Alban Sanaharan Alban Sanaharan Alb	SPACE RESERVED	
Beneficiary       County affixed.         AFTER RECORDING RETURN TO       Wm. D. Milne         IIs Fargo Realty Services Inc.       Wm. D. Milne         E. Green Street       County Clerk         Sedena, CA 91101       A Milne	na Alexandra Maria a Bada Ina ana Anatari na Arabitana ang kang kang tang kang kang kang kang kang kang kang k	FOR	entered 바람만에 이렇는 것 같아요. 바람이 아니는 그는 그는 것이 방법에서는 이 것이는 것이 같다. 것은 것은 것이 아니는 것이 가지 않아요. 아니는 것이 가지 않는 것이 가지 않는 것이 같아.
AFTER RECORDING RETURN TO IIs Fargo Realty Services InC, 2 E. Green Street Sectora, CA 91101 A Milne		RECORDER'S USE	计保留器器器 网络马克斯马克斯马克斯马克斯马克马马斯马克马马马马尔 化二乙烯二烯酸乙烯酯医乙烯四烯 建苯苯甲基乙
AFTER RECORDING RETURN TO IIs Fargo Realty Services InC. 2 E. Green Street Sedena CA 91101 A Milne		THE STATE OF A STATE O	방법의 수업을 위해 2000년에 관계 전에서 2000년 20
2 E. Green Street		ten freisinn ar ar ar territorian ar an territorian fra ar allas ar allas ar a francés a ar an ar an ar an ar	
2 E. Green Street	Ils Fargo Realty Services Inc.		Wm. D. Milne
erena, CA 91101		A the Barbarbarbarbarbarbarbarbarbarbarbarbarba	NACES IN COMPANY AND ADDRESS OF A DESCRIPTION OF A DESCRIPT A DESCRIPTION OF A DESCRIPANTA DESCRIPTION OF A DESCRIPTION OF A
		C 2012/510 Dolla Calodhuracha, Dh	County Clerk Title
「サイム」というこうないでは、「アントン・ステムのない」の、「アントン・「「アントン・」」の「「おいち」「「おいち」の「おいう」の「「おいち」「「「「」」」、「「」」、「」」、「」、「」、「」、「」、「」、「」、「」、「	tt: marin hadrigues	of relation for a set of relation of a long of the set	By Jacqueline Mett