THIS TRUST DEED, made this 27th day of February ,19 79 between JACK L. RICTOR AND WANDA C. RICTOR, HUSBAND AND WIFE ,as Grantor, as Trustee. and WELLS FARGO REALTY SERVICES, INC., TRUSTEE UNDER TRUST 7219 , as Trustee, , as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Klamath County Oregon described as:

Lot 6 in Block 6 OREGON SHORES SUBDIVISION-Tract #1053, in the County of Klamath, Stateof Oregon, as shown on the map filed on October 3, 1973, in Volume 20, Pages 21 and 22 of MAPS in the office of the 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 prolits 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 THREE THOUSAND ONE HUNDRED THIRTY-FOUR-----38/100-Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the

thereon according to the terms of a promissory note of even date nerewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, 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 linal 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 alienated by the grantor without first having obtained the written 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 the above described real property is not currently used for agricultural, timber or grazing purposes.

(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 first of any part of the property and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness therein of any matters or lacts shall be conclusive proof of the truthfulness therein, thereof, there is the services mentioned in this paradraph shall be not less than \$5.

10. Upon any default by grantor hereunder, hencliciary may at any time without notice, either in person, by agent or by a receiver to he appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as hence its property of the interesting upon and taking possession of said propertically may determine.

less costs and expenses of operation and collection, including reasonable attorney's less upon any indebtedness secured hereby, and in such order as heneliciary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as adversaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by stantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such any example described real property is currently used for astricultural declare all sums secured hereby immediately due and payable. In such any example described real property is currently used to radicultural deed in equity, as a mortgage in the manner provided by law for mortgage forelossues. However, and it said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election testification and sale. In the latter event the beneficiary or the trustee shall execute and said described eal property to satisfy the obligations secured hereby, where required by law and proceed to foreclose this trust deed by advertisement and sale described eal property to satisfy the obligations secured hereby, where the said described and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.755.

13. Should the beneficiary elect to foreclose by advertisement and sale then all fix the time and place of sale, give notice thereof as then trustees for the trustee's sale, he frantor or other person so privileded by the

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any teason permitted by law beneficiary may from time to time appoint a successor truster of the successor truster and the successor truster and substitution such appointment, and without conveyance to the successor truster, the latter shall be vested with all title, powers and duties onlerred upon any truster herein named or appointed hereunder. Each such suppointment and substitution shall be made by written instrument executed by beneficiary, containing telerence to this trust deed instrument executed by beneficiary, containing telerence to this trust deed instrument executed by beneficiary, containing telerence to this trust deed instrument executed by control or countries in which the progrets of the Country Schull be conclusive proof of proper appointment of the successor structed and school-ledd is made a public record as provided by law. Truster is not obligated in notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or truster shall be a party unless such action or proceeding is brought by truster.

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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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, lamily, 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 s 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 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. *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; for this purpose, if this instrument is to be a FIRST lien of inance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment apposite.) STATE OF GENERAL (ORS 93.490) STATE OF OREGON, County of County of TARRANT , 19... AUGUST 10,, 1979 Personally appeared Personally appeared the above named. who, being duly sworn, each for himself and not one for the other, did say that the former is the JACK L. RICTOR AND WANDA RICTOR president and that the latter is the . secretary of . 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. and acknowledged the foregoing instrument to be THEIR voluntary act and deed. Before me: (OFFICIAL Short Shompso Before me: SEAL) otary Public for Treent count (OFFICIAL Notary Public for Oregon My commission expires: 4/30/8/ SEAL) My commission expires: (3)0 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. 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 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 cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON (FORM No. 881) STEVENS NESS LAW PUB. CO., PORTLAND, ORE County of ...Klamath..... I certify that the within instru-JACK L. RICTOR ment was received for record on the ...lst.day of ..October , 1980 , WANDA RICTOR at.....11::45...o'clock.A.M., and recorded SPACE RESERVED Grantor in book..... M80..... on page 13951.....or FOR as file/reel_number_90585_____ RECORDER'S USE WELLS FARGO REALTY SERVICES, INC. Record of Mortgages of said County. Witness my hand and seal of Beneficiary County affixed. AFTER RECORDING RETURN TO Wm. D. Milne WELLS FARGO REALTY SERVICES INC. 572 East Green Street Pasadena, California 91101