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TRUST DEED

Vol.M81 7000

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, 19 80, between THIS TRUST DEED, made this 4th day of December Gary A. Yacobucci and Carla Yacobucci, husband and wife as Grantor, Transamerica Title Insurance Company , as Grantor, as Grantor, as Trustee, and Wells Fargo Realty Services, Inc. a California Corporation as as Beneficiary, Trustee under Trust 0155 WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

Lot 17, Block 19, Ferguson Mountain Pines, being a subdivision of the West 2 of Section 5, Township 26 South, Range 13 East of the Willamette Meridian

Small 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:

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 allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay or filing same in the proper public offices 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.

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now or hereafter erected on the said premises against loss or damage by the
now or hereafter erected on the said premises against loss or damage by
the companies acceptable to the beneficiary with loss payable to the latter; all
companies acceptable to the beneficiary or the restriction in
an amount not less than \$\frac{1}{2}\$. The companies are against loss or damage
deliver said policies of the beneficiary at least litteen days prior to the expiradeliver said policies of the beneficiary at least litteen days prior to the expiradeliver said policies of insurance now or herealter placed on said buildings,
to the proper proper of the same at grantor's expense. The amount
collected under any lire or other insurance policy may be applied by beneficiary bond any part thereof, may be released to grantor. Such appropriate or release shall
any part thereof, may be released to grantor, Such appropriate or release shall
not cure or waive any default or notice of default hereander or invalidate any
act done pursuant to such notice.

5. To keep and other charges that may be levied or assessed upon or
against said property before any part of such traves, assessments and other
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traves and property before an

lural, timber or graing purposos.

(a) consent to the making of any map or plat of said property; (b) join in granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement acceting this deed or the lien or charge subordination or other agreement acceting this deed or the lien or charge thereof; (d) reconvey, without may be described as the "person or persons feating that any record," and the recitals therein of any part of the property. The france in any record and the recitals therein of any matters or lacts shall be accessed to the survices mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agend or by a receiver to be appointed by a court, and without regard to the adequacy of any security are included the survives mentioned in the property or any part thereof, in its own name sue or other words and profits, including those past due and the possession of surpresses costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

In the entend, upon and taking possession of said property, the collection of the profits, including those part due and profits, or the proceeds of tire and other profits and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby immediately due and payable. In such any declare all sums secured hereby immediately due and payable in such an even deal of the above described real property is currently used, the beneficiary may proceed to for agricultural timber or graing purposes, the beneficiary may proceed to for agricultural timber or graing purposes, the beneficiary may proceed to for the trustee with the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary to a saisty the obligations secured her

simplies. If any, to the granter or to his successor in interest entitled to such simplies. If any, to the granter or to his successor in interest entitled for such simplies. For any tessor pseudited by law heneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by writter instrument executed by heneliciary, containing reference to this trust deed and its place of record, which, when recorded in the ollice of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee and acknowledged is made a public record as provided by I way Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE. The Trint 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 lawfully 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.

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 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. * 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 to finance 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. STATE OF CALIFORNIA, COUNTY OF LOS ANGELES OFFICIAL SEAL HOWARD J KINSLEY a, Notary Public in and for said State, personally appeared LOS ANGELES COUNTY My comm. expires AUG 28, 1983 known to me to be the 7041 Greenlaaf Avenue, Whittier, CA 90608 persons whose name = subscribed to the within Instrument, and acknowledged to me that the executed the same. WITNESS my hand and official seal. ACKNOWLEDGMENT-General-Wolcotts Form 232-Rev. 3-64 A 1.65 进出 To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the toregoing 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 bytyou under the same. Mail reconveyance and documents to DATED: ... Beneticiary 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. STATE OF OREGON TRUST DEED County of Klamath I certify that the within instrument was received for record on the 4th day of May 19 81, at 9:17 o'clock AM, and recorded in book M81 on page 7855 or as file/reel number 99120

SPACE RESERVED FOR RECORDER'S USE

Pasadena, CA 91101 Maria D. Rodriguez

Wells Fargo Realty Services Vice.

572 E. Green Street

Beneficiary

Fee \$7.00

County affixed.

Record of Mortgages of said County. Witness my hand and seal of

Evelyn Biehn County Clerk

By Meta a Ganifi Deputy