

TRUST DEED

Vol. m82 Page 11083

WITNESSETH:

Lot 9, Block 5, Tract 1053, OREGON SHORES, in the County of Klamath, State of Oregon.

JOSEPH DEED CIVIL SERVICE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way connected therewith, together with all and singular the fixtures now or hereafter attached to or used in connection with the above premises.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of

sum of FOUR THOUSAND SIX HUNDRED DOLLARS AND NO/100 Dollars, and thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor to the order of the beneficiary, to be due and payable August, 198.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said debt becomes 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:

(a) consent to the making of any map or plat of said property; (b) granting any easement or creating any restriction thereon; (c) join in any and all other agreement affecting this deed or the lien or

1. To protect, preserve, maintain, improve, repair, reconstruct, or demolish any building or improvement thereon; 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 reconstruction which may be constructed, damaged or destroyed by fire, flood, or other cause.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to defend, maintain, improve and repair the same, pursuant to the Uniform Commercial Code, and to pay the cost thereof.

[illegible]

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 and to the amount of \$ not applicable, written in and to the order of the beneficiary.

[illegible]

12. Upon default by grantor in payment of any indebtedness hereby or in his performance of any agreement hereunder, the beneficiary declare all sums secured hereby immediately due and payable. In such event, the beneficiary, his heirs, assigns, personal representatives, and assigns, shall be deemed to have assigned to the lender all rights in and to the property hereby or in his performance of any agreement hereunder, and the lender shall be deemed to have accepted such assignment.

and if the above described property is timber or grazing property, the beneficiary may proceed to foreclose the deed in equity, as a mortgage in the manner provided by law for such foreclosures. However if said real property is not so currently used, the

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 are paid, due or delinquent and promptly deliver receipts therefor to the beneficiary.

to beneficiary: should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make payment, beneficiary may, at its option, make payment thereof said delinquent real estate taxes, assessments, insurance premiums, liens or other charges shall in the time and place of sale, give notice thereof required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including the cost of all legal fees and expenses incurred by the trustee.

of title search as well as the other costs and expenses of the auction, in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to set aside the sale of the property hereinabove described and in any suit

15. When trustee sells pursuant to the powers provided herein, he shall apply the proceeds of sale to payment of (1) the expenses of

amount of attorney's fees mentioned in this paragraph shall be paid by the grantor to the attorney, whether or not the attorney is employed by the grantor, and the grantor shall be bound to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney, (2) to the obligation secured by the trust deed, (3) to a having recorded liens subsequent to the interest of the trustee in the property, and (4) to the interest of the beneficiary or trustee in the property as their interests may appear in the order of their priority in the property.

16. For any reason permitted by law beneficiary may from time appoint a successor or successors to any trustee named herein

right, if it so elects, to require that all or any portion of the amount required as compensation for such taking, which are in excess of the amount paid or to pay all reasonable costs, expenses and attorney's fees, shall be paid to the successor trustee appointed hereunder, the latter shall be held with conveyance to the successor trustee, the latter shall be named or powers and duties conferred upon any trustee hereunder shall be made hereunder. Each such appointment and substitution shall be made to the

applied by it first upon any reasonable costs and charges paid or incurred by bene-
ficiary in the trial and appellate courts, necessarily applied upon the indebtedness
liability in such proceedings, and the balance applied upon the costs and charges
secured hereby; and grantor agrees, at its own expense, to take such actions
as may be necessary to obtain such conclusion.

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 cancellation, without affecting

endorsement (in case of full recovery); and, the liability of any person for the payment of the indebtedness, trustee may shall be a party unless such action or proceeding is brought by or on behalf of the estate.

2. I do not provide that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or insurance company authorized to insure in this jurisdiction.

[illegible]

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.

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

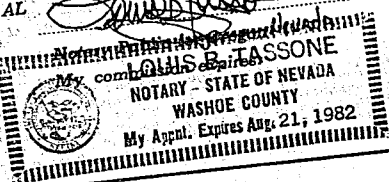
NEVADA,
STATE OF OREGON,

County of Washoe

Personally appeared the above named CHARLES F. WINGETT and SANDRA L. WINGETT

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)



(ORS 93.490)

STATE OF OREGON, County of _____, 19____

Personally appeared _____, 19____, 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 Oregon
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 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 _____, 19____.

DATED: _____, 19____ 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

(FORM No. 831-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

CHARLES F. WINGETT

SANDRA L. WINGETT

Grantor

PATRICIA LEE SHARP

Beneficiary

AFTER RECORDING RETURN TO

PATRICIA LEE SHARP
14621 Orange Grove Avenue
Hacienda Heights, CA 91745

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 25 day of August, 1982, at 11:00 o'clock A.M., and recorded in book M. 82 on page 11083 or as file/reel number 14927.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

By Joyce M. Thayer Title Deputy
Fee \$8.00