

TRUST DEED

38-25437
TRUST DEED

THIS TRUST DEED, made this 9 day of July, 2008,
Derek A. Tariguichi and Lori M. Tariguichi, as Grantor,
 TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY
 SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.
 WITNESSETH.

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

Lot 4 in Block 45 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.

\$ix hundred Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to _____
_____ and interest hereof, if not sooner paid, to be due and payable December 1, 1990

[illegible]

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due. If the debt is not paid by the date of maturity, the debt shall become immediately due and payable. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due. If the debt is not paid by the date of maturity, the debt 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:

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 any 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; and to defend, defendable 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 \$_____ the latter; all policies of insurance shall be delivered

[illegible]

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 due or delinquent and promptly deliver receipts therefor to beneficiary, should tax, due or delinquent and payment of any taxes, assessments, insurance premiums, liens

due or delinquent and promptly deliver receipts therefor to the grantor. The grantor shall be responsible for the payment of all taxes, assessments, insurance premiums, liens and other charges payable by grantor, either by direct payment or by providing funds with which to make such payment, beneficiary may, at the option, make payment thereof, and the amount so paid, with interest at the rate of _____ per annum, shall be secured hereby, together with the obligations described herein, by a mortgage on the property described above, and shall be a part of the debt secured by said mortgage.

option, make payment thereof, and the amount secured hereby, together with the obligations described forth in the note secured hereby, shall be added to and become a part of the debt secured by the trust deed set forth in paragraphs 6 and 7 of this trust deed shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent it is now bound by the obligation herein described, and all sums due or to become due under the

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6. To pay all costs, fees and expenses of the trustee incurred in connection with this obligation.

7. To appear in and defend any action or proceeding purporting to affect 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 specific performance of the contract of sale of the property.

7. To appear in and defend any suit or action in which the security rights or powers of beneficiary or trustee; and in any suit, proceeding in which the beneficiary or trustee may appear, including any suit for foreclosure of this deed, to pay all costs and expenses, including evidence of title of the beneficiary or trustee's attorney's fees provided, however, in case the beneficiary or trustee should be appointed the trustee then the prevailing party shall be entitled to recover its costs and expenses.

the beneficiary's or trustee's attorney's fees provided, however, in case the sum of the attorney's fees is more than the sum of the net proceeds of the sale of the property between the grantor and the beneficiary or the trustee then the prevailing party shall be entitled to the attorney's fees herein described; the amount of attorney's fees in this paragraph 7 in all cases shall be fixed by the trial court or by

be entitled to the attorney's fees herein described; the amount mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by appellate court if an appeal is taken.

It is mutually agreed that:

8. In the event that any portion of all of said property shall be taken by the Government for right-of-eminent domain or condemnation, beneficiary shall have the right, if the Government shall elect, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable and necessary expenses necessarily paid or incurred by grantor in connection with the acquisition of said property, be paid to beneficiary.

such taking, which are in excess of the amount required to pay all expenses and attorney's fees necessarily paid or incurred by grantor in 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, and then to the balance of the proceeds of such proceedings, and the balance of the proceeds of such proceedings shall be paid to the beneficiary.

proceedings, shall be paid to beneficiary, 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 beneficiary hereby agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to carry out the purposes of this agreement.

9. At any time and from time to time upon written request of beneficiary, the trustee shall, at the expense of the beneficiary, cause to be obtained such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of the beneficiary or beneficiaries, the trustee shall make payment of its fees and presentation of this deed and the note for endorsement in full satisfaction of the indebtedness hereunder, without affecting the liability of the beneficiary or beneficiaries in case of full reconveyance, for cancellation), without affecting the liability of the beneficiary or beneficiaries in case of full reconveyance, for cancellation), without affecting the liability of the beneficiary or beneficiaries in case of full reconveyance, for cancellation).

case of full reconveyance, for cancellation, trustee may (a) consent to the mortgage of the property by the mortgagor to a third person for the payment of the indebtedness, (b) join in granting any easement or creating any map or plat of said property; (c) join in granting any lease of said property.

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 grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services envisioned in this paragraph shall be not less than \$5.

10. Upon any assignment of this contract, the assignor shall be responsible for the payment of all costs and expenses of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any assignment made hereby, in such order as beneficiary may determine.

11. The entering upon and taking possession 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 as aforesaid, shall not cure or waive any default or

12. Upon default by grantor 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 an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in this respect, and may sell the property thereon. However, if said real property is not

described real property is currently used as security for a loan, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However, if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event of default and his election to sell the said

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13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due on the loan, together with any interest or costs then accrued thereon, and thereupon the beneficiary or his successors in interest, respectively, shall be relieved thereby (including costs of the foreclosure sale) of all obligations to the lender under the loan, and shall be deemed to have satisfied the loan in full.

trustee's sale, the grantor or other person, respectively, the entire amount then due to the beneficiary or his successors in interest, and the obligation secured thereby (including costs under the terms of the trust deed and the obligation secured thereby of the obligation and trustee and expenses actually incurred in enforcing the terms of the obligation and trustee and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, if any, as would not then be due had no default occurred, and the trustee shall be deemed to have satisfied its obligation to the beneficiary if it has so done.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in or out of court by public auction or otherwise as he may deem best. He may sell the whole or any part of the parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed for each acre sold.

designated parcels, or in separate parcels and shall sell the parcels at the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of a Trustee of fact shall be conclusive proof of the truthfulness thereof. Any persons violating the trust, but including the grantor and beneficiary, may purchase at a

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 compensation of the trustee and a reasonable charge to all persons having recorded liens on the property, and (3) to the balance to the grantor or beneficiary, as the case may be.

apply the proceeds of the sale of the property to the satisfaction of the trustee's obligations, including the compensation of the trustee and a reasonable charge by trustee's attorneys, and (2) the balance of the proceeds, after compensation of the trustee and a reasonable charge by trustee's attorneys, shall be paid to the grantor or his successor in interest entitled to such surplus.

10. For any reason permitted by law, beneficiary may from time to time appoint a successor or successors to any trustee herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to a 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 of a successor trustee hereinafter made shall be in writing and shall be executed by the appointing trustee hereinafter named or appointed hereunder.

successor trustee, the latter shall be appointed by the court and acknowledged upon any trustee herein named or appointed hereunder. Each such appointment or substitution shall be made by written instrument executed by beneficiary, contain reference to this trust deed and its place of record, which, when recorded in the office 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.

Trustee 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 a party hereto of pending sale under any other deed of trust or of any action proceeding in which grantor, beneficiary or trustee shall be a party unless such act

partly hereto of pending sale under any
proceeding in which grantor, beneficiary or trustee shall be a party unless such act
or proceeding is brought by trustee.

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.

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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.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the seventh day following the signing of the contract or agreement.

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 your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing.

* 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.

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

(ORS 93.490)

WITNESSED BY

DATE

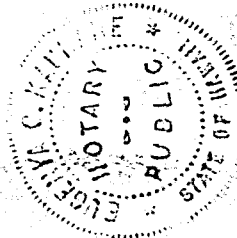
STATE OF HAWAII,
COUNTY OF Honolulu } SS.

On Nov. 04, 1982 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Richard F. Asmus
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, depose and said: That he resides at
68-269 Crozier Lp, Waiālua, HI; that
he was present and saw Derek A. Taniguchi
and Lori M. Taniguchi

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 their
name thereto as a witness to said execution.

Signature

FOR NOTARY SEAL OR STAMP



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 _____

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

Grantor

Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

Wells Fargo Realty Services Inc.
572 E. Green Street

Pasadena, CA 91101

Marta D. Rodriguez

STATE OF OREGON

County of Klamath } SS.

I certify that the within instrument was received for record on the
13 day of Dec., 1982,
at 3:35 o'clock P.M., and recorded
in book M82 on page 17662
or as file/reel number 18330,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Piehn

County Clerk

Title

By _____ Deputy
Fee \$8.00