

18795

TA-25516

THIS TRUST DEED, made this 14 day of October, 1962, between
Charles Wayne Bryant and Karen Sue Bryant, as Grantor,
 TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary,
 SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

18491

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH
 COUNTY, OREGON, described as:
 Lot 5 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.

WITNESSETH:

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 or of 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 eight thousand
 beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable December 1, 1969
 The date of maturity of this trust deed, grantor agrees:
 The above described real property is not currently used for agricultural, timber or grazing purposes

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 affecting said property: If the beneficiary so requests, to join in executing
 any 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 as
 may be deemed desirable 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
 beneficiary with loss payable to the latter, all policies of insurance acceptable to
 to the beneficiary as soon as insured. If the grantor fails to do so, the beneficiary
 procure any such insurance and to deliver and policies to the beneficiary at least
 fifteen days prior to the expiration of any policy of insurance now or hereafter
 placed on said buildings, the beneficiary may procure the same at grantor's expense.
 The amount collected under any fire or other insurance policy may be applied by
 beneficiary upon any indebtedness secured hereby and in such order as the beneficiary
 may determine, or as the beneficiary may direct in writing, and the nonpayment
 part thereof, may be released to grantor. Such application or release shall not cure or
 waive any default or notice of default hereunder or invalidate any act done pursuant
 to such notice.
 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 past
 due or delinquent and promptly deliver receipts therefor 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 such payment, beneficiary may, at its
 option, make payment thereof, and the amount so paid, with interest at the rate set
 forth in the note secured hereby, together with the obligations described 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 obligation hereunder, shall be bound to the same extent that
 they are bound for the payment of the obligation without notice, and all such
 payments shall be immediately due and payable without notice, and the nonpayment
 thereof shall, at the option of the beneficiary, render all sums secured by this trust
 deed immediately due and payable and constitute a breach of this trust deed.
 6. To pay all costs, fees and expenses of this trust including the cost of title
 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 brought to affect the
 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 the
 foreclosure of this deed, to pay all costs and expenses, including any suit for the
 between the grantor and the beneficiary or the trustee then the prevailing party shall
 be entitled to the attorney's fees herein described, however, in case the trustee is
 mentioned in this paragraph 7 in all cases shall be fixed by the trial court or by the
 appellate court if an appeal is taken.

It is mutually agreed that:
 8. In the event that any portion or all of said property shall be taken under the
 right of eminent domain or condemnation, beneficiary shall have the right, if it so
 elects, to require that all or any portion of the money payable as compensation for
 such taking, which are in excess of the amount required to pay all reasonable costs,
 expenses and attorney's fees necessarily paid or incurred by grantor in such
 proceedings, shall be paid to beneficiary and applied by it first upon any reasonable
 costs and expenses paid or incurred by beneficiary in such proceedings, and the balance
 necessarily paid or incurred by beneficiary in such proceedings, and the balance
 applied upon the indebtedness secured hereby, and grantor agrees, at its own
 expense, to take such actions and execute such instruments as shall be necessary in
 obtaining such compensation, promptly upon beneficiary's request.
 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 endorsement (in
 case of full reconveyance, for cancellation), without affecting the liability of any
 person for the payment of the indebtedness, trustee may (a) consent to the making
 of any map or plat of said property, (b) join in granting any easement or creating any

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.

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and that he will warrant and forever defend the same against all persons whomsoever.

18492

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)

STATE OF

STATE OF

STATE OF HAWAII,
COUNTY OF Honolulu

SS.

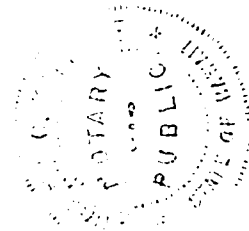
On October 14, 1982 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Richard F. Asmus
known to me to be the person whose name is subscribed to the
within instrument as a witness thereto, who being by me duly
sworn, deposed and said: That he resides at 68-269 Crozier Ln, Waiialua, HI; that
he was present and saw Charles Wayne Bryant
and Karen Sue Bryant

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

Eugenia C. Kanhane

FOR NOTARY SEAL OR STAMP



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

AFTER RECORDING RETURN TO

Wells Fargo Realty Services Inc.
572 E. Green Street
Pasadena, CA 91101

Maria D. Rodriguez

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

SS.

County of Klamath

I certify that the within instrument was received for record on the 28th day of December, 1982, at 3:40 o'clock P.M., and recorded in book M82 on page 18491 or as file/reel number 18791 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

Title

By Bernetha J. Hatch Deputy

Fee \$8.00