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TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

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

Lot 31 _ in Block _ 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.

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lingether 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, itsues and profits 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 granter herein contained and payment of the sum of Seven Thousand Two Hundred Twenty-five & 00/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to peneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Sept. 10

Deneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sponer paid, to be due and payable VEVY.

The date of maturity of the debt secured by this instrument is the date; safed above, on which the final installment of said not becomes due and payable the within described property, or any part thereof, or any interest therein its sold, agreed to be sold, conveyed, assigned or alternated by the grantor without first having corresponding to the properties of the and payable beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates

the within described property, or any part thereof, or any interest therein is sold, agreed to be CPA pressed therein, or herein, shall become in the beneficiary, then, at the beneficiary's option, all the boundary of the beneficiary, then, at the beneficiary's option, all the boundary of the beneficiary is option, all the boundary of the beneficiary is option, all the boundary of the boundary of the property is not currently used for agricultural, timber or grazing purposes.

I. To protect the security of this trust deed, grantor agrees.

I. To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or improvement thereon, not to common or the permit any waste of said property and in good and workmanike manner and pay building or improvement which may be constructed, damaged or destroyed thereon.

To comply with all tast, ordinantic, regulations, covenants, conditions, and such financial feeting said property; if the beneficiary so requests to from in executing with all the constructed, damaged or destroyed thereon.

To comply with all tast, ordinantic, regulations, covenants, conditions, and such financial feeting said property; if the beneficiary so requests to from in executing with all the form of the property with all forms of the executing with a state conditional than the condition of the property with all forms of the property with all fail for any reason to the other beneficiary with loss payable to the latter, all policies of insurance shall be delivered procure any such insured and to deliver said policies to the beneficiary at least placed on said buildings, the beneficiary and procure any such insured and to deliver said policies to the beneficiary at least placed on said buildings, the beneficiary may procure any such insured and to deliver said policies to the beneficiary at least placed on said buildings, the beneficiary may procure any such insured and to deliver said policies for the beneficiary at least placed on said buildings, the b

part thereof, may be released to grantor. Such application or release whith may core with white any default or notice of default hereunder or invalidate any act done purmant to such notice.

5. To keep said premises free from construction them and to pay all taxes assessments and other charges that may be levited or assessed upon or against said due or delinquest part of such taxes, assessments involved property before any part of such taxes, assessments involved property before any part of such taxes, assessments insurance permitting the order charges payment of any taxes, assessments, insurance permitting the other charges payment of any taxes, assessments, insurance permitting the other charges payment by grantor, either diversity of most form the payment of the obligations described and the covenants hereof and for such payments, which is training from breach of any of hereinbefore described, as well as the grantor, shall be formed to the same extent that payments shall be immediately due and payable without necessary and all such therefore shall, at the immediately due and payable without notice, and the nonpayment deed information and the same extent that payments shall be immediately due and payable and constitute a break of this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred in connection 7. To appear in and defend any action or proceeding purposting to affect the security richts or powers of beneficiary or trustee; and in any suit, action or

with this obligation.

7. To appear in and defend any action or proceeding purporting to affect the proceeding in which the beneficiary or trustee; and in any suit, action or foreclosure of this deed, to pay all costs and expense, including any suit for the beneficiary is deed, to pay all costs and expense, including valuence of title of the beneficiary; and readers a storing; is get provided thosewer, in case the suit is between the granter and the beneficiary or the trustee of the suit is be entitled to the attorney, before therein described; the amount of attorney's fees appellate court if an appeal is taken.

It is mutually agreed that:

R. In the event that any portion or all of said property thall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, of eminent domain or condemnation, beneficiary shall have the right, of it to explice that all or any portion of the moniet payable at componation to except that agreed the received the payable at componation of expenses and attentively received the payable attentionable costs and expenses and attentively and applied by it first upon any reasonable costs and expense and attentively feet applied by it first upon any reasonable increasantly applied upon the incurred by beneficiary in such proceedings, and the balance applied upon the debetones secured hereigned and grantor agrees, at its own obtaining such comparation, promptly upon beneficiary is request.

9. At any time and from time to time upon written request of beneficiary, payment of its feet and presentation of this deep and the note for endorsement (in person for the payment of the feet and property, (b) join in granting any easement or creating any

including reasonable atterney's fees subject to paragraph 7 hereof upon any including reasonable atterney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such reast, issues and profits, or the proceeds of fire and other insurance policies or application or release the off any taking or dimined or fire insurance policies or application or release the off any judicial state of the property, and the notice of default hereunder of any actione on wave any default or 12. Upon default by various on payment of any indebtedness secured hereby or secured hereby manchately the and payable. In such aware my declare all sums described real property is cirrical and payable. In such aware and if the above the barnelicary may proceed to be a provided by the formation of a greating timbers and if the above the manner provided by law for mortgage in this traction. However, if a carrently used, the beneficiary at his election may proceed the real property in the trustee of foreclose the foreclose that the currently used, the beneficiary at his election may proceed the real property in this election to foreclose the foreclose the second distinct of any proceed of the switten notice of default and his election to sell release described real property to stuty the obligants secured hereby, wherever the except described real property to stuty the obligants secured hereby, wherever the law, and proceed to foreclose this trust deed in the manner provided in ORSSA 740.

13. Should the beneficiary elect to foreclose by advertisement and sale then trustee's sale, the grantor or of five days before the disc set by the trustee for the the beneficiary or his successive in miterist, respectively, the centre amount then due, and expenses actually incurred and the obligation secured. We cannot mention and rustee's sale, the grantor or other persons so privileged by the curre amount them due, and

exclusing the trustee, but including the grantor and beneficiary, may purchase at the sile.

15. When trustee sells pursuant to the powers provided herein, trustee sells apply the proceeds of sile to payment of (1) the expenses of sile, including the compensation of the trustee at a cestimable charge by trustee stationey, (2) to the soligation secured by the trust deed, (3) to all persuant at their necessary appears to the interest state, (3) to all persuant dead at their interests may appear in the under of their professions in the trust deed at their interests may be successive in interest entitled, and successive in interest entitled used successive in the control of the profession of the successive in the successive in

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

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 little 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.

Glen R. & Tammy Arp

Grantor

Wells Fargo Realty

Services, Inc.

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

County of Klamath

I certify that the within instrument was received for record on the 2nd day of June , 1983, atll:09 o'clock A.M., and recorded in book M83 on page 567 or as file/reel number 24138 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn.

Klamath County Clerk Title

By Suc Suc Deputy

8.00 fee