TRUST DEED

CHRISTOPHER L. WOLF and MISTY WOLF
149275 PAUL DRIVE
LA PINE, OR 97739
Grantor
GREAT WESTERN HOMES, INC.
62939 N. HWY 97
BEND, OR 97701

Beneficiary

ESCROW NO. SB061056SN

After recording return to: AMERITITLE 345 SE THIRD BEND, OR 97702

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State of Oregon, County of Klamath Recorded 01/12/2004 //: 20 a m Vol M04 Pg /4/4-16

Linda Smith, County Clerk Fee \$ 3/60 # of Pgs

## TRUST DEED

THIS TRUST DEED, made on 10/29/03, between CHRISTOPHER L. WOLF and MISTY WOLF, husband and wife, as Grantor, AMERITITLE, an Oregon Corporation, as Trustee AMERITITLE, an Oregon Corpo GREAT WESTERN HOMES, INC., , as Trustee, and as Beneficiary,

WITNESSETH:

bargains, sells and conveys to trustee in trust, with

County, Oregon, described as: Grantor irrevocably grants, power of sale, the property in KLAMATH

LOT TWO IN BLOCK FOUR OF DORREEN MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

SAVE AND EXCEPTING THE SOUTH 140 FEET OF THE WEST 631 FEET OF LOT TWO, BLOCK FOUR, DORREEN MEADOWS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

together with all and singluar 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

together with all and singluar the tenements. hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of "SEIGHTY ONE THOUSAND SEVEN HUNDRED AND NO /100th\*\* Dollars, with interest thereof and made payable by grantor, the final payment of principal and interest hereof; if not sooner paid, to be due and payable february 01 2004

"SEIGHTY ONE THOUSAND SEVEN HUNDRED AND NO /100th\*\* Dollars, with interest thereof and made payable by grantor, the final payment of principal and interest hereof; if not sooner paid, to be due and payable february 01 2004

"SEIGHTY ONE THOUSAND SEVEN HUNDRED AND NO /100th\*\* Dollars, with interest thereof is sold, agreed to be soonered to an interest payor of the payor of

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, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.



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 such reasonable 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 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 necessary in obtaining any care of the reconveyances, for cancellation, without affecting the liability of any person for the payment of the indebtedness. Turstee are so of full reconveyances, for cancellation, without affecting the liability of any person for the payment of the indebtedness. Turstee are also of the reconveyances, for cancellation, without affecting the liability of any person for the payment of the indebtedness. Turstee and 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 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 agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits including those past the and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees u

their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Buch such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. 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 any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. This beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage burchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the coverage burchased by beneficiary, which cost may be added to

WOLF

State of Oregon County of DESCHUTES

WOLF

OFFICIAL SEAL SHANNON NAMANNY NOTARY PUBLIC-OREGON COMMISSION NO. 363216 MY COMMISSION EXPIRES JAN. 19, 2007

This instrument was acknowledged before me on CHRISTOPHER L. WOLF AND MISTY WOLF

> anun (Notary Public

My commission expires

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REQUEST FOR FULL RECONVEYANCE (To be	used only when obligations have been paid)
то:	, Trustee
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the 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 the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to:	
DATED:,	
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.	
10001110 WIII 00 HEAD.	Beneficiary