

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, or a title insurance company authorized to insure title to real property of this state. Its subsidiaries, affiliates, agents or branches.



Easements or restrictions of record, common to the area or apparent on the face of the land

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

See Attached Trust Deed Addendum marked exhibit "A" incorporated by reference herein as if fully set forth.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:  
(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, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.)

(ORS 93.490)

STATE OF OREGON, ) ss.

County of Klamath

May 16, 1977

Personally appeared the above named

Roger W. Schooler and Cheryl Ann Schooler acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires:

5/26/78

STATE OF OREGON, County of ) ss.

Personally appeared, 19

and 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

# TRUST DEED

(FORM No. 881)

Roger W. and Cheryl Ann

Schooler

Grantor

Willard L. and Lorena

Hunter

Beneficiary

STATE OF OREGON

County of

I certify that the within instrument was received for record on the day of , 19 , at o'clock M., and recorded in book on page or as filing fee number. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title

Deputy

By

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

After Recording  
Return to  
MTC

## 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

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 Addendum

Exhibit "A"

8680

WILLARD L. HUNTER AND LORENA HUNTER, Husband and wife, as Sellers and Beneficiaries, and

ROGER W. SCHOOLER AND CHERYL ANN SCHOOLER, Husband and wife, as Purchasers, and Grantors, hereby agree to the following terms to this trust deed.

The above described property will be divided into ten (10) lots of approximately one (1) acre each:

Sellers will provide releases of the individual lots of approximately one (1) acre each upon the payment of Five Thousand and no/100 dollars, (\$5,000.00) per lot, said payments to be made every six (6) months and the purchasers are to have the right of prepayment for release of all lots upon payment of the sum of this trust deed, and purchasers at their discretion may choose individual lots that are to be released upon said payment by providing a legal description of lot(s) to be released.

Sellers are to provide a release and deed of reconveyance for individual lots as said payments are made.

Sellers agree to subordinate this trust deed to any building or improvement loans which may be obtained for building or improving the above described property.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO.  
this 18th day of MAY A. D. 1977 at 3:25 o'clock PM., one

duly recorded in Vol. 177, of MORTGAGES on Page 8678  
FEE \$ 9.00

Wm D. MILNE, County Clerk

*[Signature]*