FORM No. 881—Oregon Trust Deed Series—TRUST DEED. Class **885580** ft. 92672 16268 THIS TRUST DEED, made this 13th day of August 19.80..., be WES GEHRER and ALYCE GEHRER, husband and wife 105 M. Paseo de Cristobal as Grantor, Klamath County Title Company SAMUEL G. TIBERI and NELL BE TIBERI, husband and wife as Beneficiary. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in 16 Klamath. Siles MIACO 1951 County, Oregon, described as:

The Northeast quarter of the Northwest quarter of Section 16, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

TRUST DEED

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of SEVENTEEN THOUSAND and no/100-----

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not sooner paid, to be due and payable most sourced by this instrument is the date, stated above, on which the final installment of said note that the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or all installment of the beneficiary sold, conveyed, assigned or all installment of the instrument, irrespective of the maturity dates expressed therein, or then, at the beneficiary's option, all installment of said note that the beneficiary's option, all installment of said note. The door described real property is not currently used for agricultural, timber or grazing purposes.

spid. conveyed; assigned of alienated by the grantor without first then, at the beneliciary's option, all follogations secured by this institutes. The above described feel property is not currently used for agricult. The above described feel property is not currently used for agricult. The above described feel property is not currently used for agricult. To protect the security of this trust deed, grantor agrees:

1. To protect preserve and maintain said property: in good and workmanlike manner any building ar improvement with the property of demolish any building or improvement threon; and result not of the property property of the property of t

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (d) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The thereof, and the recitals there of any part of the property of the conclusive proof of the truthfulness thereof. Trustee's lees for any of the conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services and court, and without regard to the adequacy of any security to pointed by a court, and without regard to the adequacy of any security of pointed by a court, and without regard to the adequacy of any security property any part thereof, in its own name sue outpaid, and apply the same, issues and profits, including those past due and unpaid, and apply the same, reliciary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of live and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or porperty, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby in his performance of default hereunder or invalidate any act done pursuant to such rotice.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 secured hereby immediately due and payable. In such declare all sums secured hereby immediately due and payable. In such declare the beneficiary and in equity as a artist of each of the sum o

the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the sale. Trustee auction to the property as sold, but without any coverant or warranty, express or imported the property as sold, but without any coverant of the strustee, but including of the trustlatiness thereof. Any person, excluding the trustee, but including to the trustlatiness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee cluding the compensation of the trustee and a reasonable clarge by trustee cluding the compensation of the trustee and a reasonable clarge by trustee attorney, (2) to the obligation secured by the trust deed, (5) to all persons attorney, (2) to the obligation secured by the trust deed, (5) to all persons thaving recorded lines may appear in the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the granter or to his successor in interest entitled to such surplus if any, to the granter or to his successor in interest entitled to such surplus.

surplus. It any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneliciary 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. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written hereunder. Each such appointment and substitution shall be made by written for the country or counties in which he property in 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.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bor, 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.

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 title thereto

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

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 it grantor is a natural person) are for business or commercial purposes other than agricultural

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 leminine 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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF WALKEY California) IORS 93.490) Many STATE OF OREGON, County of ) ss. ...... 198 Personal appeared the above named. Personally appeared ... Wes Gehrer and Alyce Gehrer duly sworn, did say that the former is the...... president and that the latter is the..... secretary of ..... a corporation, and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that the 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 acknowledged the foregoing instruwoluntary act and deed. and deed. Before me: (OFFICIAL Notary Public for Oregon miletociAc crines: (OFFICIAL SEAL) JUANITA N HARE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY My commission expires: SULLY REQUESTS FOR FULLY RECONVEYANCE STOREGY STRANGERS My Commission Expires Dec. 27, 1980 To be used only when obligations have been paid. 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 and singular the tenements, by 10 mineric and appartenence and 40 miner the research and the tenements, by 10 mineric and appartenence and the native the same fail of the same and the same fail of the same fail DATED: Beneficiary ot 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 

Wes Gehrer and Alyce Gehrer

Grantor

Samuel G. Tiberi and

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AFTER RECORDING RETURN TO CE UE Samue1/G1814Peril DESTE innels to

106 W. Paseo de Cristobal San Clemente, Galif. 92672

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SPACE RESERVED FOR

RECORDER'S USE ែ្តការាមួនស្គារ

mep, husband and wife 1300 With the

IMMEL DEED

I certify that the within instrument was received for record on the ...5th ...day of ....September..., 19..80., at...12:18...o'clock P.M., and recorded in book/reel/volume No...M80......on page....16868....or as document/fee/file/ instrument/microfilm No. .89280 ......, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Fee \$7.00

FORM No. 681-Orango Trust Bond Spries