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TRUST DEED

20072 Page

THIS TRUST DEED, made this 16th day of _____ Richard C. Schader and Robin M. Schader, as tenants in common as Grantor, MOUNTAIN TITLE COMPANY Roger W. Schooler and Cheryl A. Schooler, Husband and Wife 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:

Lots 19 and 20, HIGHLAND PARK, according to the official plat thereof on file in the office of the County CLerk of Klamath County, Oregon, EXCEPTING THEREFROM those portions conveyed to the State of Oregon, by and through its Department of Transporation Highway Division, by instruments recorded July 12, 1971 in Volume M71, page 7196, and August 24, 1973 in Volume M73, page 11479, Microfilm Records of Klamath County.

Rerecorded to correct the grantor

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.

FIRTY SEVEN THOUSAND FOUR HINDRED AND NO/100

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor nerein contained sum of FIFTY SEVEN THOUSAND FOUR HUNDRED AND NO/100----

note of even date herewith, payable to beneticiary or order and made by grantor, the tinal payment of principal and interest hereof, it not sooner paid, to be due and payable.

Per terms of note

Per terms of note

The date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal 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 alienated by the grantor without tirst having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable.

The chove described real property is not currently used for agricultural, timber or grazing purposes.

The date of maturity of the event the witnin where the becomes due and payable. In the event the witnin where the becomes due and payable. In the herein, at the beneficiary spotion, all obligations secured by this ins the security of the property in or currently used for agriculture. The chove described real property is not currently used for agriculture and payable.

The protect the security of this trust deed, grantor agrees. In the chove described real property in or currently used for agriculture and repair, protect, preserve and maintain suit of the payable or research and in food and workmanlike destroyed the children of all continued and in food and workmanlike destroyed the children selecting, said, podinnes, regulations, covenants, continuing the control of the children selecting said, podinnes, regulations, covenants, continuing the control of the children selecting said, podinnes, regulations, covenants, continuing of the children and the selection of the selection o

(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 entered and property and the property. (d) reconvey, without warranty, all or any part of the property. The thereof; (d) reconvey, without warranty, all or any part of the property. The feedily entitled thereto, and the recitals therein of any matters or facts shall services mentioned in this truthfulness therein of any matters or facts shall services mentioned in this grant part of the property. The receives mentioned in this property and the property of the property in the 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 erty or any part thereof, in its own name sue or otherwise context the rents. See upon any indebtedness secured hereby, and in such order as beneficiary may determine the sees upon any indebtedness secured hereby, and in such order as beneficiary may determine the sees upon any indebtedness secured hereby, and in such order as beneficiary may determine on the property, and the application or release thereof and property, the manageness of other property, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured declared in his performance of any agreement hereunder, the beneficiary may agreement hereunder, the beneficiary may devent the beneficiary at his election may proceed to foreclose this trust deed and account of the secured here the trustee to foreclose this frust deed and account of the secured here the trustee to foreclose this frust deed and earlier and cause to be recorded in written notice of default and his election of the said described real property to satisfy the obligations secured thereof as then required by law and proceed to foreclose this frust deed in the said described real property to satisfy the obligations secured thereof as then required by law and proceed to foreclose this frust deed in L13. Should the beneficiary elect to foreclose by advertisement and sale in the state default at any time prior to five days before the date set by the ORS 86.760, may pay the beneficiary or his successors in interest, respectively, the entire amount the obligation occured thereby (including costs and expenses accusally incurred in ceeding the amounts of the Obligation and trustee's and seaming the terms of the obligation and trustee's and sand the default, in which event all loreclosure proceedings shall be dismissed by law labeled to the designated in the designated in the sand place designated in the

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 make the postponed as provided by the The trustee may sell said property either action to the highest biddee for cash, payable at the time of sale. Trustee the property so sold, but without any covenant or warranty, law conveying field. The recitals in the deed of any matters of lact shall be conclusive proof the trustee that the property so sold, but without any covenant or warranty express or important of the trustee shall be conclusive proof the trustuleness thereol. Any person, excluding the trustee, but including the stantor and beneficiary, may person, excluding the trustee, but including shall apply the proceeds of sale to payment of (1) the expenses of sale, instituting the compensation of the trustee and a reasonable charge by trustee's having recorded liens absequent to the interest of the trustee of the property of the surplus, if any, to the grantor or to his successor in interest entitled to such the surplus.

surplus, il any, to the granter or to his successor in interest entitled to such surplus.

16. For any teasen pointited by law beneficiary may from time to time appoint a successor or successors to any trustee usuned herein or to any successors to the successor trustee, the latter shall be vested with all title, hereined duties conferred uses the latter shall be vested with all title, hereined duties conferred uses substitution shall be made appointed instrument each such appointment and substitution shall be made appointed instrument executed by beneficiary containing telerence to this trust deed click place of record, which, when recorded in the office of the County shall be conclusive proof of proper appointment of the successor trustee.

Glerk or Recorder of the county counties in which the property is situated shall be conclusive proof of proper appointment of the successor trustee. Trustee accepts this trust when this deed, duty executed and obligated to notify any party hereto of pending sale under any other deed of trust or of any action of proceeding in which granter, 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 Bar, a bank, trust company or savings and loan association authorized to do business uncer 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 extraor agent licensed under ORS 696.505 to 698.505. Store Course

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

Mortgage to Klamath First Federal....

MOUNTAIN TITLE COMPANY

procord

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

The granter warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for granter's personal, tamily, household or agricultural purposes (see Important Notice below),

(b) for an organization, or (even it granter is a natural person) are for business or commercial purposes other than agricultural purposes.

purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executives applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executives applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executives and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the personal representatives, successors and assigns a beneficiary herein. In construing this deed and whenever the context so requires, the personal representatives are presented by the personal representatives are presented by the personal representatives are presented by the personal representatives.

This deed applies to, inures to the successor and assigns. The term beneficially expensed in the secured hereby, whether or road and the neuter, and the singular number includes the commine and the neuter, and the singular number includes the commine and the neuter, and the singular number includes the commine and the neuter, and the singular number includes the commine and the neuter, and the singular number includes the commine and the neuter, and the singular number includes the commine and the neuter, and the singular number includes the purchase in the number of the purchase of opplicables of the neutron of the number o	and sing lirst
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SUASE

STATE OF OREGON; COUNTY OF KLAMATH; ss.	
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