TOLOI THIS 'RUST DEED, made this Gerald A. Schatz and Nettie J. Schatz TRUST DEED Vol. 032 Page 3441 as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY ntor, TRANSAMERICA TITLE INSURANCE COMPANY

CONTRACTOR'S BONDING AND INSURANCE COMPANY, 1213 VALLEY STREET, as Trustee, and 38109 as Beneficiary, Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property n_Klamath THE SOUTHEASTERLY 50 FEET OF LOT 7, AND THAT PORTION OF LOTS 8 AND 9 IN 8TH DAY OF PERFORMANCE OF THAT CERTAIN INDEMNITY AGREEMENT DATED THE together with all and singular the tenements, heraditaments and appurrenances and all other rights thereunto belonging or in anywise FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the: sooner paid to be due and so properly of the fraction of the f Dollars, with interest mercon according to the reims of a montesory-The above described real preperty is not currently used for ogticus of the protect the security of this trust deed, grantor agrees, and repair, to protect, preserve and main aim said seed, grantor agrees, and to compile to remove or demonsts in suid property in sood condition of to compile any warm of the preserve of said in soid property in sood conditions. The preserve of said in soid property in sood conditions of the protection of the compile and the said of the protection of the compile with all said case, may be sood and workmankies of the compile with all said case, incurred the constructed workmankies of the compile with all said case in case, incurred the said workmankies of the constitutions of the constructed workmankies of the constructed workmankies of the constructed workmankies and property and the past financing and property in the beneficiary way steements sursuant to the United Common beneficiary may steements unsuant to the United Common beneficiary and the past of this past of the past of th icultural, timber of grazing purposes.

(a) Consent to the making of any map or plat of said property:

(b) Consent to the making of any map or plat of said property:

(c) reconstruction or other afterents any restriction thereon, (c) ion in substances and property without war affecting the deed or the fitter of the property without war affecting the deed or the fitter of the property of the fitter of the property of the fitter of the property of the conclusive proof of and the restriction as the "person of the property. The conclusive proof of the stuthfulness therein of any person property. The fitter without his partition, as the "person of the property of th searching agencies as n ey be deemed desirable by the early and the parties of the said premises along the said to the beneficiary with loss payable to the written in the said premises the said to the said the said to the said the said to the said t nigg, waive any details or notice of default hereunder of a sum of annage of the pursuant to such notice of default hereunder of invalidation of the such notice.

12. Upon default by granto, in payment of any indestedness secure of default and the sum of the sum o in the default, in which event all foreclosure proceedings shall be discussed, in the trustee, the sale shall be held on the date and at the time and in one ported of the notice of the trustee, the sale shall be held on the date and at the time and in one ported of provided by as sale from the time to which said sale shall delict the highest bidder parcels are trustee me to which said sale may auction of the trustee the property of the proper con as were as the control of this oblitation and trus ee's and attorney's on with or in enforcing this oblitation and trus ee's and attorney's on appear in and defend any action or proceeding purporting to executing in which pewers of beneficiary or trustry. An appear, including the analysis of the beneficiary or trustry, and purporting to the first deed of this deed to pay all costs appear, including trial court and in the beneficiary's or used to the proceeding trial court and in the event of an appear in the court, francourt, fra surplus, it any, to the stantor at 10 his successor in interest entitled to successor functions a successor permitted by law beneficiary may from time of the successor function assured appointed hereurded by law beneficiary may from time of successor functions assured appointed hereurded functions and the successor function of proceeding in which function of the successor function of proceeding is brought by trustee. nest, in common, some some sest, inc. then written request of inspection of this deed and the nate of all the nations of the indebtedness, that the trage

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 war ants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, tamily, 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 bind: 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 tors, 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 feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has livreunto set his hand the day and year first above written. * IMFORIANT 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-londing 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 subvalant; 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 ampliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.) (ORS 93.470) STATE OF OREGON, County of..... STATE OF OREGON, County of Jackso Personally appeared Personally appeared the above named duly sworn, did say that the former is the president and that the latter is the secretary of ... nettie a corporation, and that the seal affixed 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 deed. and acknowledged the toregoing instru-voluntary act and deed. melit to be the voluntary act and deed. Refore me: Notary Fublic for Ofegon COFFICIAL SEAL) (OFFICIAL Notary Public for Oregon SEAL) My commission expires: 3/30 My commission expires: REQUEST FOR FULL RECONVEYANCE To be used only when obligations have bosh paid. Trustee TO: the manual manual tief The undersigned is the legal owner and holder of all indebredness secured by the toregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby an 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: Come Historia That Troche to the same Sant in Higher resuments Beneticiary STAR ALBAMI 3 1878 33.44 must be delivered to the trustee for concellation before reconveyance will be made. not lose or destroy this Trust Deed OR THE NOTE which it secures. Both obstant at thirty STATE OF OREGON, TRUST DEED GITTE WISHEL SS. County of Klamath (I ORM No. 881) I certify that the within instru-STEVENS-NESS LAW PUB. CO., PORTLAND, OR ment was received for record on the at 11:52 o'clock AM., and recorded in book/reel/volume No...M.82.....on SPACE RESERVED page 3441 or as document/fee/file/ FOR instrument/microfilm No. 10100, RECORDER'S USE Record of Mortgages of said County. Witness my hand and seal of Beneficiary

Data + story

Bax 12053

Petitand O.

County affixed.

ree \$8.00

Dries

Evelyn Biehn County Clerk