



1942 or later, kept at which residence or the location of the principal office  
concerning its economic or financial resources, the business and investments  
kept personally except those which are held in joint names.

5. The entering upon and taking possession of said property, the collection  
of such rents, issues and profits, or the proceeds of fire and other insurance poli-  
cies or compensation or awards for any taking or damage of the property, and  
fault or notice of default thereon shall not cure or waive any de-  
fault, and the grantor shall do any and all things done pursuant to

the terms and conditions of this instrument, but is given with intent to the contrary.

6. The grantor shall notify beneficiary in writing of any sale or con-  
tract for sale of the above described property and furnish beneficiary with a  
form supplied it with such personal information concerning the purchaser as  
would ordinarily be required of a new loan applicant and shall pay beneficiary  
a service charge of \$10.00 per month for the use of this instrument.

7. Time is of the essence of this instrument and upon default by the  
grantor in payment of any indebtedness secured hereby or in performance of any  
agreement hereunder, the beneficiary may declare all sums secured hereby im-  
mediately due and payable by delivery to the trustee of written notice of default  
and election to sell the trust property, which notice trustee shall cause to be  
duly filed for record. Upon delivery of said notice of default and election to sell,  
the beneficiary shall deposit with the trustee this trust deed and all promissory  
notes and documents evidencing expenditures secured hereby, whereupon the  
trustee shall file the time and place of sale and give notice thereof as then  
required by law.

8. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the  
grantor or other person so privileged may pay the entire amount then due under this trust deed and the  
obligations secured thereby including costs and expenses actually incurred in enforcing the terms of the obliga-  
tion as would not then be due had no default occurred and thereby cure the default.

9. After the lapse of such time as may then be required by law following  
the recording of said notice of default and giving of said notice of sale, the  
trustee shall sell said property at the time and place fixed by him in said notice  
of sale, either as a whole or in separate parcels, and in such order as he may de-  
termine, at public auction or to the highest bidder for cash; in lawful money of the  
United States, payable at the time of sale. Trustee may postpone sale of all or  
any portion of said property by public announcement at such time and place  
and from time to time thereafter may postpone the sale by public an-  
nouncement for the time fixed in a manner or otherwise as the trustee  
shall see fit.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

*Donald G. Heaney*  
DONALD G. HEANEY

(SEAL)

*Deborah L. Heaney*  
DEBORAH L. HEANEY

(SEAL)

September 19, 1987, before me, the undersigned, a  
Notary Public in and for said county and state, personally appeared

DONALD G. HEANEY AND DEBORAH L.

THIS IS TO CERTIFY that on this 18th day of September 1987, before me, the undersigned, a

Notary Public in and for said county and state, personally appeared  
HEANEY, HUSBAND AND WIFE, who executed the foregoing instrument and acknowledged to me that  
they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*Debra C. Chandler*  
Notary Public for Oregon  
My commission expires: 7-6-90

STATE OF OREGON  
County of Klamath  
Loom No. 39-01323

## TRUST DEED

SUBSCRIBED AND SWORN TO before me on the 24th day of September 1987, by DONALD G. HEANEY and DEBORAH L. HEANEY, personally known to me, and who, being duly sworn, do declare that they executed the foregoing instrument in their presence, and in the presence of each other, and that they executed it with full knowledge and understanding of the contents thereof, and that they executed it free and voluntarily.

I certify that the within instrument was received for record on the 24th day of September 1987, at 3:47 o'clock P.M., and recorded.

(DON'T USE THIS LINE SPACES RESERVED  
FOR RECORDING INFORMATION)  
LABEL IN COUNTIES WHERE USED.)

Witness my hand and seal of County  
affixed.

Evelyn Biehn, County Clerk

County Clerk

By *Peter Smith*  
Deputy

RECORD OF TITLE TO THE OFFICE OF THE COLUMBIA COUNTY CLERK  
FOR SO. 75 BLOCK 3 OR JESUP TOWNSHIP, SECTION 10, T. 10 S. 3 E.  
REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, Trustee, Beneficiary, etc. who conveys to the undersigned the right and title to the land herein described.

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.

MAILED OR RECORDED AT THE COLUMBIA COUNTY CLERK'S OFFICE  
LAW OFFICES OF KLEMMAN & CO., ATTORNEYS  
LAW OFFICES OF KLEMMAN & CO., ATTORNEYS  
LAW OFFICES OF KLEMMAN & CO., ATTORNEYS  
LAW OFFICES OF KLEMMAN & CO., ATTORNEYS

DATED: NOV 18 1987  
by *John M. Klemm*

19  
LAW OFFICES OF KLEMMAN & CO., ATTORNEYS

JAN 1988