It is mutually aftered that: A. In the event that any portion or all of said property shall be taken inder the right of eminent duration or condemnation, beneficiary shall but the is or electron or such taking, which are in excess of the amount required to proper the state of the state of the taken of the amount required is or electron or such taking, which are in excess of the amount required to proper the state of the state of the state of the amount required and by grantor in such taking, shall be prime to beneficiary and loth in first upon any reacceedings, shall be prime to beneficiary and loth in the upon any reacceedings and the presses to take such actions secured based of the state balance applied upon the such actions and execute such instruments as shall be necessarily paid on the such actions of the such action the state shall be necessarily and beneficiary. At any type and present to the upon written request of bene-endersement (in each of the payment of the indebtedness, ficiary, payment of its lees and presents of the ded the not bene-endersement (in each of the payment) of the indebtedness, ficiary, payment of its lees and presents of the indebtedness, the indiversement (in the state of the payment of the indebtedness, (a) consent to the making of any map or plat of said property; (b) join in

sold, conveyed, assigned or alienated by the grand bascribed prope then at the beneficiary's option, all obligations secured by this instrument, at the beneficiary's option, all obligations secured by this instrument, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: and repair; more remember or demolihist trust deed, grantor agrees: and repair; more restore promptly study of the secure demolihied of the security of the security of the secure demolihied of immovement thereon; and to commit or remove or demolihied costs incurred constructed, donaled of the security in the security invorting the beneficiary is the security of the security involuti

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 escrew agent licensed under CSS \$75,525 to \$75,5

surplus, it any, to the granter or to his successor in interest entitled to such surplus, it any, to the granter or to his successor in interest entitled to such surplus, it any, to the granter or to his successor trustee appointed here sore to any trustee named herein or to with successor trustee appointed here under. Upon such appointment, and with successor trustee appointed here trustee, the latter shall be vested with the powers and diffes conference and substitution shall be made by written instrument executed is beneficiary which, when records be made by written instrument executed by beneficiary which when records this trust when this deed, duly executed and obligated to notif made a public record as provided by law. Trustee is not trust or of any action or proceeding in which frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

iogether with trustees and attorney's lees not exceeding the amounts provided by law. 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 and be postponed as provided by law. The trustee may sell said property elies auction parcel or in separate parcels and shall sell said property elies shall deliver to the purchaser its deed in form as required by law constants the property so sold, but without any covenant or equired by law conclusive plied. The trustee sells autopurchaser is device to the shall be conclusive parcel of the production of the purchaser is deviced by law conclusive plied. The trustee sells unpurchase at the sale trustee, but including of the proceeds of sale or parcel and be conclusive prime of the proceeds of sale in purchase at the sale trustee. But including the property is sold but wither and a trustee sells are the sale trustee. But including of the proceeds of sale or parcel and a trustee sold sale trustee, but including the grant scenario of the trustee and a trustee of the resonant of the interest of sale trustee chuding the compensation of the trustee and at reasoning charge by trustee's surplus, it any, to the definition or to the interest of their trustee at the sale of their proceeds of the interest of their trustee at the trust surplus, it any, to the definition or to the successor in interest entitled to such sors to any trustee normed herein to time appoint a successor or success

property, and the application or release thereof as doresaid, shall not cure or waive any delauf notice.
12. Upon default by feator in payment of any indicate any act done
12. Upon default by fantor in payment of any indicate any act done
declare all superformance of any affectment hereunder, time being of the event the burnelicitary at his election may proceed to forcelose this trust deed by the trustee to forcelose this trust deed by the trustee state of a payment of all superformance, the beneficiary may in equity as scared hereby introductive to forcelose this trust deed remedy, either and sale, or may direct the trustee to forcelose this trust deed remedy, either and sale, or may direct the trustee to pursue the beneficiary and sale, or may direct the trustee to pursue this trust deed remedy, either and sale, or may direct the trustee to pursue the beneficiary of the said desubtility and any of the conclose this trust deed remedy, either sceute and cause all devitisment and sale, or beneficiary any other right or the trustee bar declare all sure or in equity, which the beneficiary may other right or the trustee bar declare the truste shall fix the time and sale, or be recorded his writter the beneficiary or secured hereby noted in ORS 66.735 and proceed to forcelose this trust deed 13. After the trustee has commenced forclosure by advertisement and the default or board by ORS 66.795.
sale, and at after the trust deed, the default consists of a failure to pay, when due, the default or due and the time of the default or beneficiary and cure of the default any the default default any secure due and at the time of the default any be cured by when due, the beneficiary and cure entire amount due the time of the default any be cured by when due, the beneficiary and the function or the dat the time of the default any be cured by the default any be cured by the default any be due the time and default and at the time of the default thany suce and the tin a swould default and the trust

granting any easement or creating any restriction thereon: (c) join in any subordimation or other agreement affecting this deed or the lien or charge farmers (d) reconvey, without warranty, all or any part of the property. The conclusive proof of the truthulness thereof. Trustee's reters or lacts shall be conclusive proof of the truthulness thereof. Trustee's factors of a state shall be not less than 55 for any of the state of the property. The conclusive proof of the truthulness thereof. Trustee's reters or lacts shall not any matching the profession of the truthulness thereof. Trustee's factors of the truthulness thereof. Trustee's factors of a state shall be not less than 55 for any of the property of the property of the property of the order of the property of the property of the secured, entrand to the adequace of collect the rents, new induct of the secured and range of the state of the state of the secured and profits, including those part of the induction, including any called the same, lies upon any indebtedness accured hereby, and in such order as before or compensation of a state of the same rentering upon and taking possession of said property, the indebtedness of compensation or a state for any default or notice of default profits, or the proceeds of ine and order the property, and the entering upon and taking possession of said property, the property, and the order of a default or notice of default here of a stores adding of the advection of such and the same or invariant of such ard side of any advected of the application or a stores and stores at stores adding of a such or advected of the entering upon and taking or as adding of the property, and the entering upon and taking possession of said property, the property, and the entering upon and taking there adding of admage of the property, and the entering upon and taking or as adding of admage of the entering upon default or notice of default here upon and taking or as adding of the entering of the entering upon anot adding thereoring as addi

note of even date herewith, payable to beneticiary or order and made by grantor, the tinal payment of principal and interest nereoi, in 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, afreed to be sold, conveyed, assigned or alienated by the grantor without list having obtained the written consent or approval of the beneficiary. herein, shall become immediately due and payable. To protect the security of this trust deed, erantor afrees:

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as Beneficiary,

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FRANK JOSEPH WHEELER

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property KLAMATH County. Oregon described as:

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

....., as Trustee, and

Vel. M89 Page 3813

COPYRIGHT 1988 STEVENS-NESS LAW PUB. CO., PORTLAND THIS TRUST DEED, made this \_\_\_\_\_ 3rd \_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_, 19.89 ...., between TRUST DEED

FORM No. 881-Oregon Trust Deed Series-TRUST DEED. MIC-21072P

MICHAEL RICHARD MEEKER

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.

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 terminine 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. Michael Richard Meeker Michael Richard Meeker \* 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 Trubhin-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, 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 acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON. ) 55. County of ..... County of Klamath This instrument was acknowledged before me on This instrument was acknowledged belore me on <u>3</u>-(0, 19.87, by Michael Richard Meeker AL Mujconimission expires: 5-16-42-(SEAL) 2 Notary Public for Oregon Notary Public for Oregon 05 My commission expires: (SEAL) -OREOOT REQUEST FOR FULL RECONVEYANCE 10 ÷., To be used only when obligations have been paid. , Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said the undersigned is the legal owner and holder of an indepledness 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 trust deed nave been fully paid and satisfied. For mereby 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 said trust deed of pursuant to statute, to cancer an evidences of indepredices secured by suid trust deed (which are conversed 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: 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. STATE OF OREGON, ss. County of .....) TRUST DEED I certify that the within instrument (FORM No. 861) BTLAND. ORE of ....., 19......, STEVENS NESS LAW PUB. CO., P Michael Richard Meeker 5609 Schiesel St in book/reel/volume No. ..... on Flamath Falls OF 97603 page ...... or as fee/file/instru-SPACE RESERVED ment/microfilm/reception No....., Grantor FOR Record of Mortgages of said County. Frank Joseph Wheeler RECORDER'S USE 352 3 Altermont Dr Witness my hand and seal of Klamath Fall OK 4763 County affixed. NAME AFTER RECORDING RETURN TO By .....Deputy MOUNTAIN TITLE COMPANY الم محمد من علم المراجع الم المراجع في المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع المراجع

## EXHIBIT "A" LEGAL DESCRIPTION

Lots 3, 4, 17 and 18 in Block 7 of ALTAMONT ACRES, according to the official plat thereof on file in Klamath County, Oregon.

EXCEPTING THEREFROM: Beginning at the Northwest corner of Lot 3, Block 7 of ALTAMONT ACRES; thence East along the North line of Lot 3 a distance of 144 feet to a point; thence South parallel to the West line of Lot 3 a distance of 71.8 feet to a point; thence West parallel to the North line of Lot 3 a distance of 144 feet to a point West parallel Lot 3; thence North along the West line of Lot 3, a distance of 71.8 feet, more or less, to the point of beginning being situated in Lot 3, Block 7 of ALTAMONT ACRES in the SW1/4 NE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian.

FURTHER EXCEPTING THEREFROM, an 80' x 100' rectangular parcel in the Northeast corner of Lot 18, Block 7 of ALTAMONT ACRES more particularly described as follows: Beginning at the Northeast corner of said Lot 18 thence 80 feet generally South along the Easterly boundary of said Lot 18; thence generally West 100 feet along a line 80 feet from and parallel to the Northerly boundary of said Lot 18; thence generally North 80 feet along a line 100 feet from and parallel to the Easterly boundary of said Lot 18; thence generally East 100 feet along the Northerly boundary of said Lot 18; thence generally East 100 beginning.

Tax Account No: 3909 010AC 05800

STATE OF OREGON: COUNTY OF KLAMATH:

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SS.