THIS TRUST DEED, made this LEROY D. SPIKER, JR. & MELODEE	TRUST DEED	Si Vol. <u>M90</u>	2400
LEROY D. SPIKER TR MELODER	day of	2 0ruary , <i>1</i>	990 between
LEROY D. SPIKER, JR. & MELODEE as Grantor, MOUNTAIN TITLE COMPAN	A. SPIKER, husband and	l wife	
MARCIA J. FORSYTHE		Returns the surge	as Trustee, and
as Beneficiary, KITHOTED EXTERN OK 31903 House	http://www.alabe	Charles under and seating	
in <u>Klamath</u> County, 16100 Solution In County,	selle and	ee in trust, with power of sal	e. the proposition
	IED HERETO AS EXHIBIT	Wastecerted for record on	inc property
TRUST DEED		A AND MADE A PART HER	EOF.
- MOLICE DEBD		AAAFE OF OFFCOM	
Ba nas famm an dauftam finis fanat Daes Us 192 MOIK mini	b ji berner Brib unté sa sailaona mujir		
		e y se anna an Aller anna an Aller anna an Aller Anna - Martin Aller anna an Aller anna an Aller	
together with all and singular the tenements, hered now or hereafter appertaining, and the rents, issues ion with said real estate. FOR THE PURPOSE OF SECURIO	litaments and appurtenances and and profits thereof and all fixture	all other rights thereunto belongin es now or herealter attached to or	ng or in anywise

CURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TEN THOUSAND AND NO/100

note

trument, irrespective of the maturity dates expressed therein, or statistics are provided astronomy determined and the maturity dates expressed therein, or statistics are provided to other addresses and the second of the second of

sold, conveyed, assigned or alienated by the within described property then, at the beneficiary's option, all obligations secured by this instance, in shall become immediately due and payable, or any other the security of this trust deed, grantor agrees: in and repair, papeter, preserve and maintain said property in 600 condition. 2. To commit any waste of said property in 600 condition on to commit or improvement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and pay provement which may be constructed. Watkmanike destroyed thereon, and the said premises against loss of dama is a second as the beneficiary may require and was at the cost of the full of the same at the cost of the same destroy of the data and saw the destroy of the same at grantor sail submits by the another of the same at grantor sail buildings and policies to the beneficiary at the policies of insurance proves the same at grantor sail buildings, company and prove the same at grantor as prove of the exprise any beneficiary may procure the same at grantor and to pay all defines and there any beneficiary may procure the same at grantor and to any all defines and other charges therein, and there any beneficiary may the destribution of the same at grantor and to pay all defines and there any beneficiary as soon as any belies of the exprise and the charges theread and to charge any pol together with trustee's and altorney's lees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and be postponed as provide potice of sale or the time to which said sale nay be postponed as provide plaw. The trustee may sell said provided and the postponed as provide plaw. The trustee may sell said provide of auction to the highest bidge parcels and shall sell the parcel or planced shall deliver, to the purchaser for cash, payable at the time of the property auction to the highest bidge parcels and shall sell the parcel or planced the property so sold, but withit any covenant or warranty, express one plied. The recitals in the deed of any matters of lact shall be conclusive in the granter and beneficiary, may succh as the trustee but including the granter and beneficiary may succh as the sale. 15. When trustee sells pursuant to the sale. 14. The obligation secured by the trustee in the truste cluding the compensation of the trustee and the sale but including the sample deliver in the deed to payment to the interest of deed (3) to all persons deed as the inderest may appear in the order of their trustee in the trusts urplus. The shears may appear in the order of their trustee in the trust urplus. I amy, to the granter or to his successor in interest entired to users or s to any trustee named herein or to appoint a successor or success or s to any trustee named herein or to any success.

It is mutually agreed that:

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It is mutually agreed that: 6. In the event that any portion or all of said property shall be taken inder the right of emission of condemnation, beneliciary shall have the right, it is a elects, interd domain or condemnation, beneliciary shall have the a compensation for successful that all or any portion of the monite required to pay all reasonable cost shall, which are in excess of the amount required to pay all reasonable cost shall be paid to beneliciary and applied by it list upon any proceedings, shall be paid to beneliciary and applied by it list upon any proceedings, shall be paid to beneliciary and both in the trial and appellate comble costs and expenses and attorney's feed, ficiary in such proceedings, and the share applied upon the indebtedness and execute such instruments as shall be mecessarily in obtaining such com-gensation, promptly upon beneliciary's for an upon written request of bene-endorsement (in case of full reconveyance) or cased lation), without allecting (a) consent to the making of any map or plat of said property; (b), join in (a) consent to the making of any map or plat of said property; (b), join in

surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-sors to my trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duites conferred upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duites conferred and substitution shall be made by written instrument excuted by beneliciary, which the property is situated, shall be conclusive proced of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and obligated to motify any party hereto of pendier any other deed of obligated to motify any party hereto of pending sale under any other deed of shall be a party unless such 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 attainey, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan oissociation 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 estrow agent licensed under ORS 696.505 to 696.585.

	3410
The grantor covenants and agrees to and with the beneficiary and t y seized in fee simple of said described real property and has a valid, t	hose claiming under him; that he is law- unencumbered title thereto
tapadia ay ang tao ay isa na ang ang ang ang ang ang ang ang ang	whomsoever.
d that he will warrant and forever detend the same against all persons	
(a) A figure the intervention of the second seco	(1) A set of the last of th
Sec. P. Land, and S. S. Sandar, M. S. Sandar, San Sandar, Sandar, San Sandar, Sandar, San	
The grantor warrants that the proceeds of the loan represented by the above des	cribed note and this trust deed are:
(a)* primarili 200 gAUOO	And the second
This deed applies to, inures to the benefit of and binds all parties hereto, their rsonal representatives, successors and assigns. The term beneficiary shall mean the l ecured hereby, whether or not named as a beneficiary herein. In construing this deed ender includes the terminine and the neuter, and the singular number includes the plure of the hore the terminine and the neuter.	
ender includes the teminine and the neuter, and the singular number includes the teminine and the neuter, and the singular number includes the set his han IN WITNESS WHEREOF, said grantor has hereunto set his han	d the day and year first above written.
• IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is one applicable; if warranty (a) is applicable and the beneficiary is a creditor to applicable; if warranty (a) is applicable and the beneficiary is a creditor. LeRoy, D as such word is defined in the Truth-in-Lending Act and Regulation Z, the	Spiker, Jr.
as such word is defined in the trum-inclusion of the second secon	Jolee a Spiker
If the signer of the above is a corporation, see the form of acknowledgement oppatile.]	
STATE OF OREGON, Klamath }ss. County of	5
County of	acknowledged before me on
LeRoy D. Spiker, Jr. & Melodee A. Spiker	
CERAD PAMELA V Notary Public for Oregon Notary Public for Ore	
(SEAL) My Commission expires 116 72 My commission expire	
REQUEST. FOR FULL RECONVEYANCE	n poid.
TO:, Trustee	y, the foregoing trust deed. All sums secured by said
trust deed have been fully paid and satisfies the service of indebtedness as said trust deed or pursuant to statute, to cancel all evidences of indebtedness as the set deed of the set deed of the set of the se	
estate now held by you under the same mail reconvoyation	
DATED:	Beneficiary
De not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered t	e the trustee for concellation before reconveyance will be made.
De net less er distrey finis inter over o	
TRUST DEED	County of)
LEROY D. Spiker Jr. & Melodee States of States	was received for record on the
2180 Old Midland Rd. Story Production Space RESERVED	in book/reel/votume No.
Marcia J. Forsythe RECORDER'S USE	ment/microfilm/reception No Record of Mortgages of said County. Witness my hand and seal
CO ALTER RECORDING RETURN TO LOUZ	
- HART / ROMANNE DECODOING RETURN A VALUE AND A MARKED MARKED A BAR OF BAR	かんしゃかかかく いちかん かいしん しんしょう しんしょう あいがい ひんしょう しょうしん しんしょう 読んながれ
LUIZ LEVILL DEED MUR (P) STOL STOL	NAME TITL

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EXHIBIT "A" LEGAL DESCRIPTION

3411

All that portion of Government Lot 2, Section 4, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Northeast corner of said Government Lot 2 from which the Northeast corner of said Section 4 bears North 89 degrees 57' 30" East 1326.07 feet; thence from said point of beginning South 00 degrees 46' 30" East along the Easterly line of said Government Lot 2, 1314.28 feet to the Southeast corner of said Government Lot 2; thence South 89 degrees 35' 00" West along the Southerly line of said Government Lot 2, 331.17 feet; thence leaving said South line of Government Lot 2, North 00 degrees 46' 30" West parallel to the Easterly line of said Government Lot 2, 1316.44 feet to a point on the Northerly line of said Section 4; thence North 89 degrees 57' 30" East along the Northerly line of said Section 4, 331.18 feet to the point of beginning.

Subject to a right of way over the Northerly 30 feet for Midland Road.

Tax Account No: 4009 00400 00300 4009 00400 00400

STATE OF OREGON: COUNTY OF KLAMATH: ss

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Filed for record at request of	<u>Mountain Title Co.</u> the <u></u> the thet the thet the thet th
	<u>90</u> at <u>10:52</u> o'clock <u>A.M.</u> , and duly recorded in vol. <u>A.S.</u>
of <u>Feb</u> , A.D., 19	
of	Mortgages on Fage
사실 것을 통하는 것 같은 것을 것 것 것 같아. 승규는 것 것	Evelyn Biehn County Clerk
승규는 영향을 통한 문화되는 것은 것 같은 것을 수 있는 것	By Qoulise Mullenolore
FFF \$18.00	가슴은 방법,