

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 except

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

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a) primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) ~~not for the purchase of real property or for the refinancing of a loan secured by a deed of trust or mortgage on real property.~~

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 wherever 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 hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Debits, by listing a), whichever term is (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor on such loan is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures for this purpose use Form No. 121, or equivalent. If compliance with the Act is not required, disregard this notice.

DALE N. SCHEER

WANDA L. SCHEER

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on October 5, 1990,

by DALE N. SCHEER and WANDA L. SCHEER

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____

Kristi L. Redd
Notary Public for Oregon

My commission expires 11/16/91

REQUISIT FOR FULL RECONVYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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. Mail reconveyance and documents to _____

DATED: _____, 19____

Beneficiary

The set hereof and the Trust Deed OR TRUST DEED (which) is attached, both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 101)

DALE N. SCHEER & WANDA L. SCHEER

1010 Lynwood Blvd.

Klamath Falls, OR 97601

Grantor

MICHAEL D. TYRHOLO

3073 Collier Ln.

Klamath Falls, OR 97603

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED

FOR

RECORDING'S USE

STATE OF OREGON,) ss.
County of Klamath

I certify that the within instrument was received for record on the 5th day of Oct., 1990, at 4:04 o'clock P.M., and recorded in book/reel/volume No. M90 on page 20269 or as fee/file/instrument/microfilm/reception No. 21151, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Debra M. Miller* Deputy

Fee \$13.00