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21151

TRUST DEED

Vol. 1960 Page 20269

THIS TRUST DEED, made this 15th day of October, 1990, between
DUANE H. SCHEER and WANDA L. SCHEER, husband and wife,
as Grantors, MOUNTAIN TITLE COMPANY OF Klamath County,
MICHAEL D. THIOLME, as Trustee, and
as Beneficiary.

WITNESSETH:

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

Lot 15 in Block 1, TRACT NO. 1091, LYNNEWOOD, according to the official plat thereof
on file in the office of the County Clerk of Klamath County, Oregon.
Klamath County Tax Account #33081-025DD-03600.

SPECIAL TERMS: The Note secured by this Trust Deed shall become due and payable
in full on or before October 15, 1992, or upon the sale of the Grantors home
located at 1010 Lynnewood Blvd., Klamath Falls, Oregon, whichever should occur first.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise
now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-
tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the
sum of EIGHTY-SIX THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory
note of Grantor hereunder, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
ever incurred, shall be due and payable per term of Note, 19.

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, agreed to be
sold, exchanged, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary,
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

- To protect, preserve and maintain said property in good condition
and repair; not to remove or damage any building or improvement thereon
nor to construct or permit any waste of said property.
- To keep the property in reasonably good condition and in good health, without
material new building or improvement which may be constructed, damaged or
destroyed thereto, and pay a cost due all costs incurred thereto.
- To comply with all laws, ordinances, regulations, covenants, conditions
and restrictions affecting said property, if the beneficiary so requests, to
comply in executing such financing statements pursuant to the Uniform Commercial
Code or the beneficiary may require and to pay for title insurance
or other title or searching services as may be deemed desirable by the
beneficiary.
- To provide and continuously maintain insurance on the buildings
now or hereafter erected on the said premises against loss or damage by fire
and such other hazards as the beneficiary may from time to time require, in
an amount not less than **3 FULL INSURABLE VALUE**, written in
terms acceptable to the beneficiary, with loss payable to the latter; all
policies of insurance shall be delivered to the beneficiary as soon as issued;
the grantor will not for any reason postpone any such insurance to
a date later than the sixtieth day prior to the expiration
date of any previous policy of insurance, nor shall the grantor
allow the beneficiary to postpone the same at grantor's expense. The amount
collected under any fire or other insurance policy may be applied by benefici-
ary upon any indebtedness secured hereby and in such event as beneficiary
may request, as an option of beneficiary, the entire amount so collected, or
any part thereof, may be released to grantor. Such application or release shall
act alone pursuant to such notice.

- To keep and preserve free from construction liens and to pay all
taxes, assessments and other charges that may be levied or assessed upon or
against said property, before any part of such taxes, assessments and other
charges become due and delinquent and promptly deliver receipt therefor to
the beneficiary; should the grantor fail to make payment of any taxes, assess-
ments, assessments, premiums, fees or other charges payable by grantor, either
by direct payment or by providing beneficiary with funds with which to
make such payment, beneficiary may, at its option, make payment thereof,
and the amount so paid, with interest at the rate set forth in the note secured
hereby, together with the obligations described in paragraphs 6 and 7 of this
trust deed, shall be added to and become a part of the debt secured by this
trust deed, without waiver of grantor's rights arising from breach of any of the
covenants herein and for such payments, with interest as aforesaid, the prop-
erty hereinabove described, as well as the grantor, shall be liable to the
same extent that they are bound for the payment of the obligation herein
described, and if such payment shall be immediately due and payable
out of net proceeds of any sale or conveyance thereof shall, at the option of the beneficiary,
render the same secure to this trust deed immediately due and payable and
constitute a part of this trust deed.
- To pay all costs, fees and expenses of this trust including the cost
of title search, as well as the other costs and expenses of the trustee incurred
in connection with or in enforcing this obligation and trustee's and attorney's
fees actually incurred.

- To defend and defend any action or proceeding pertaining to
affect the beneficiary's rights or powers of beneficiary or trustee and in any suit,
action or proceeding in which the beneficiary or trustee may appear, including
and not limited to the enforcement of this deed, to pay all costs and expenses, including
attorneys' fees and the beneficiary's or trustee's attorney's fees; the
amount of attorney's fees mentioned in this paragraph 7 in all cases shall be
based on the fee charged attorney for this trust deed and in the event of an appeal from any judgment or
decision of the trial court, grantor further agrees to pay such sum as the ap-
pellate court may judge reasonable as the beneficiary's or trustee's rea-
sonable costs and expenses incurred.
- I further hereby agree that:

- The beneficiary's right and position of all of said property shall be taken
under the title of successor attorney or condominium, beneficiary shall have the
right, if it so elects, to require that all or any portion of the property be resold
as condominiums for such rental(s), which are in excess of the amounts required
for all other monthly, expenses and attorney's fees reasonably paid or
incurred by the trustee in such proceedings, shall be paid to beneficiary and
applied by it to the unpaid monthly costs and expenses and attorney's fees
paid on the trust and condominiums, reasonably paid or incurred by bene-
ficiary in such proceedings, and if the balance applied upon the indebtedness
secured thereby and attorney's fees, at its own expense, to take such actions
and measures and instruments as shall be necessary in obtaining such com-
pensation, which may be demanded by beneficiary.
- All my costs and fees from time to time upon written request of bene-
ficiary, payment of all fees and presentation of this deed and the rate for
underwriting in case of full recoupeability, for cancellation, without affecting
the liability of any person for the payment of the indebtedness, trustee may
not exceed in the making of any map or plan of said property; (3) join in

NOTE: The Trust Deed Act provides that the trustee hereunder is to be either an attorney who is an active member of the Oregon State Bar, a bank, trust company
or savings and loan association authorized to do business under the laws of Oregon or the United States; title insurance company authorized to issue title to real
property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.305 to 896.385.

This grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully entitled in fee simple of said described real property and has a valid, unencumbered title thereto except as follows:

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) deposited in the name of a stockbroker for investment purposes.

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 referred to above, 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 singular number includes the plural.

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

IMPORTANT NOTICE: Debris, by being off, whichever remedy (a) or (b) is not sufficient, or (ii) whenever (a) is applicable and the beneficiary is a creditor on such debt as is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulations by making required disclosures; for this purpose see Statement-of-Loan Form No. 2-331, or equivalent. If compliance with the Act is not required, disregard it if noted.

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 _____
id _____

Notary Public for Oregon

My commission expires 11/15/91

REQUISIT FOR FULL CONVEYANCE

to be used only when obligations have been paid.

Trustee

TO:

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 receive, without warranty, to the parties designated by the terms of said trust deed the same new held by you under the same. Mail return receipt and documents to:

DATED:

Beneficiary

In case loss or damage the Trust Deed or the Note should occur, both are to be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(Form 14-10-1981)

STATE LAW TITLE CO., PORTLAND, ORE.
DALE N. SCHEER & WANDA L. SCHEER
1010 Lynnewood Blvd.
Klamath Falls, OR 97601
Grantor

MICHAEL D. THOBOLM
3075 Collier Ln.
Klamath Falls, OR 97601
Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED

FOR
RECORDIUR'S USE

STATE OF OREGON, }
County of Klamath, } ss.

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. N90 on
page 20269 or as fee/file/instru-
ment/microfilm/reception No. 21151,
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

NAME: *Evelyn Biehn* TITLE: *Deputy*

By *Deanne Miller* Deputy

Fees \$13.00