

Vol. 90 Page 19673

WITNESSETH:

Tax Account No: 3809 03388 08100

This document is being rerecorded for the purpose of dating this document.

(540,000.00)

2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819

That if its 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, conveyed, assigned or otherwise disposed of 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.

He is asked the security of this must deed, demand agrees:

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees thereon in its full and complete satisfaction of the indebtedness hereby secured.

4. It provides and continuously maintains insurance on the buildings and contents thereof against loss or damage by fire, theft, burglary, and other causes, and it pays the cost of such insurance, including the cost of deductibles, co-payments, and other charges, and it pays the cost of any other expenses incurred in connection with such insurance, including the cost of deductibles, co-payments, and other charges, and it pays the cost of any other expenses incurred in connection with such insurance, including the cost of deductibles, co-payments, and other charges.

[illegible]

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy available to the beneficiary at law or in equity, and may also sue to enforce any default or notice of default hereunder or to invalidate any such defense advanced by such mortgagor.

[illegible]

3. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged to cure the default or defaults, or any other default, or a failure to pay, when due, of the debt secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would be due had no default occurred. Any other default or defaults required under the deed may be cured by tendering the amount due in addition to curing the default obligation on trust deed. The cost of the cure shall be paid by the beneficiary and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee's and attorney's fees not exceeding the amounts provided

16. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale, the time to which said sale may be postponed as provided by law. The trustee may sell said property either in parcels or in bulk, and shall sell the parcel or parcels

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and (2) the debt or debts of the trust, and shall distribute the balance of the proceeds to the beneficiaries in accordance with the provisions of the trust agreement.

It is respectfully agreed that

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged in made a public record as provided. Trustee is obligated to notify the parties of the proceeding under any other deed or instrument of the same nature or proceeding in which grantor, beneficiary or trustee is a party unless such action or proceeding is brought by trustee.

NOTICE: This Last Deed Act provides that the Uninsured Homestead must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association established under the laws of Oregon; or the United States, a title insurance company authorized to insure title to real property in this state, or its subsidiaries, affiliates, agents or branches, or the United States is any agency thereof, or an escrow agent licensed under ORS 496.505, to 496.585.

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.

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).

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 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: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor on such loan as defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z by making required disclosures for this purpose use Steven-Ness Form No. 319, or equivalent. If (any) loan with the Act is not required, disregard this notice.

George E. Dyer
George E. Dyer

Sharon A. Dyer by George E. Dyer
Sharon A. Dyer, by George E. Dyer her attorney in fact *Sharon A. Dyer*

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 9/28, 1990
by George E. Dyer, individually and as attorney in fact on behalf of

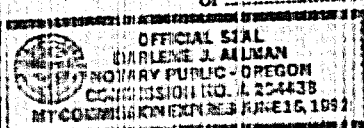
Sharon A. Dyer

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

by _____

as _____

of _____



Charles J. Allman
Notary Public for Oregon
My commission expires 6-16-92

REQUEST FOR FULL RELEASE

To be used only when obligations have been paid.

no: Mountain Title Company of Klamath County

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 deliver, without warranty, to the person designated by the terms of said trust deed the same now held by you under the same. All endorsements and documents to _____

DATED: _____, 19____

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.

TRUST DEED

(FORM NO. 87)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

George & Sharon Dyer

33052 Aqua Dulce Rd
Aqua Dulce, CA 91352
Grantor

Virginia Hadlock

6224 Main St
Klamath Falls, OR 97601
Beneficiary

AFTER RECORDING RETURN TO
Klamath First Federal S & I

440 Main Street
Klamath Falls, OR 97601

RECORDED



STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on the 28th day of Sept., 1990, at 3:08 o'clock P.M., and recorded in book/reel/volume No. M90 on page 19673 or as fee/file/instrument/microfilm/reception No. 20806.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline M. Nuland Deputy

Fee \$13.00

50555

20272-A

STATE OF OREGON: COUNTY OF KLAMATH: 11.

Filed for record at request of Mountain Title Co. the 5th day
of Oct. A.D. 19 90 at 4:04 o'clock PM., and duly recorded in Vol. M90
of Mortgages on Page 20271

Evelyn Biehn, County Clerk

By Rachel Muelender

FEES \$15.00