

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:

SEE BY THIS REFERENCE

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 connection with said real estate.

note of even date herewith, payable to beneficiary or order and the

note of even date herewith, payable to beneficiary or order and made by grantor, the _____, 19____, not sooner paid, to be due and payable per terms of note, on which the final installment of said note is due. 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, conveyed, 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:
1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed by the contractor, including all costs incurred therefor.

2. To complete or restore promptly and in proper manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing requirements and to pay for filing same in the public office as the beneficiary may require and as the cost of all lien searches made by public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the building 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, it is written in and to the effect that the said insurance shall be maintained by the said beneficiary, and not applicable to the latter; all

[illegible]

To keep said premises free from construction liens and other claims against said premises, the grantor hereby agrees to pay, or cause to be paid, all taxes, assessments and other charges that may be levied or assessed upon said premises, and to deliver to the beneficiary, upon demand, receipts therefor. If the grantor fails to pay any of the taxes, assessments and other charges herein provided for, the beneficiary shall be entitled to pay the same, and the amount so paid, with interest at the rate set forth in the trust deed, shall be added to and become a part of the debt secured by the trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the beneficiary hereby binds the grantor and the grantor's heirs, assigns and assigns-in-law. In the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable upon notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable.

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's attorney fees actually incurred, in and defend any action or proceeding purporting to affect the interest of said beneficiary or trustee; and in any event to appear in and defend any such action or proceeding.

7. To appear in and defend any action or proceeding pursuant to the fees actually incurred; and

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It is mutually agreed that:

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8. In the event that any portion or all of said property shall have been under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to take title to that all or any portion of the amount payable as compensation for such taking, which are in excess of the sum necessarily paid or to be paid by grantor in such proceedings and costs and expenses and attorney's fees, applied by grantor in such proceedings and costs and expenses and attorney's fees, secured by first upon any proceeds receivable from such proceedings, and the indebtedness beneficiary in the trial proceedings, and the balance of any proceeds, to take such action as may be deemed appropriate, and grantor agrees, at its expense, in obtaining such action, to execute such instruments as shall be requested.

9. Beneficiary shall promptly, upon being notified in writing upon written request of benef-

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness; (b) join in (a) consent to the making of any map or plat of said property;

granting any easement or creating any restriction thereon; (c) join in any abandonment or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property granted in any reconveyance may be described as the "persons" or facts shall be the conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing in this paragraph shall be not less than \$5.

be conclusive proof of the truthfulness thereof. The value of the services mentioned in this paragraph shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in reliance upon the validity of the instrument of any indebtedness secured by the property hereinbefore described.

[illegible][illegible][illegible][illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and without conveyance to or under. Upon such appointment, the said trustee shall resign and the trustee, the last named herein with all title, powers, duties and responsibilities, shall be deemed to have resigned. Each such appointment and substitution shall be made by an instrument executed by the appointor and recorded in the mortgage records of the county in which, when recorded or situated, shall be conclusive proof of proper appointment of a successor trustee. This trust when this deed, duly executed by the grantor, is recorded in the mortgage records of the county in which, when recorded or situated, shall be conclusive proof of proper appointment of a successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in trust or of any 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 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, 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 escrow agent licensed under ORS 696.505 to 696.555.

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).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 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: 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 Truth-in-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.

Patrick C. Wheeler
PATRICK C. WHEELER
Janice Forcier Wheeler
JANICE FORCIER WHEELER

STATE OF OREGON, County of _____, ss.
This instrument was acknowledged before me on _____, 19____,
by PATRICK C. WHEELER and JANICE FORCIER WHEELER
This instrument was acknowledged before me on Aug. 5, 1991,
by _____
as _____
of _____
[Signature]
Notary Public for Oregon
My commission expires 12-1-92

REQUEST FOR FULL RECONVEYANCE
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 _____, 19____

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. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

PATRICK C. WHEELER and JANICE FORCIER WHEELER	
9221 E. INDIO PLACE	
TUCSON, AZ 85749	
Grantor	
JEANNE SPICER	
29321 HIGHWAY 97 N	
CHILOQUIN, OR 97624	
Beneficiary	
AFTER RECORDING RETURN TO	
MOUNTAIN TITLE COMPANY	
OF KLAMATH COUNTY	

FORCIER WHEELER

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____
I certify that the within instrument
was received for record on the _____ day
of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as fee/file/instru-
ment/microfilm/reception No. _____
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

NAME	TITLE
By _____	Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

Government Lots 19, 20, 21 and 22 in Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying East of the Dalles-California Highway U.S. 97, EXCEPTING THEREFROM a tract of land situated in Government Lot 21, Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin at the Southeast corner of Lot 21; thence North along the East line of said lot a distance of 400 feet to an iron pin; thence West a distance of 301 feet to an iron pin on the Easterly boundary of the Dalles-California Highway; thence Southeast along the Easterly boundary a distance of 415.9 feet to an iron pin on the South line of said Lot; thence Easterly along the South line of said Lot a distance of 219 feet, more or less to the point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in Government Lots 19 and 20 of Section 3, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the North line of said Lot 19, said point being East a distance of 253.3 feet from the Northwest corner of said lot; thence South parallel with the West line of said lots a distance of 172.0 feet to an iron pin; thence West parallel with the North line of Lots 19 and 20, a distance of 698.8 feet to an iron pin on the Easterly boundary of the Dalles-California Highway; thence Northwest along said Easterly boundary line a distance of 175.0 feet to an iron pin on the North line of said Lot 20; thence, East along the North line of Lots 19 and 20 a distance of 732.3 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 12th day of Aug. A.D. 19 91 at 11:46 o'clock AM., and duly recorded in Vol. M91 of Mortgages on Page 15734.

Evelyn Biehn, County Clerk

FEE \$18.00

By Dorothy N. Biehn