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TABLET DEED.	MC 25554	COPYRIGHT 1990 STEVENS-NESS LAW	A TOP OF THE PARTY
FORM No. 881—Oregon Trust Deed Series—TRUST DEED.		Val mal	Page 15734
NE COOO2	TRUST DEED	V U1	1 090
THIS TRUST DEED, made th	_	.Tulv	19.91 , between
THIS TRUST DEED, made the PATRICK C. WHEELER and JANICE	isday of	shand and wife	
THIS TRUST DEED, MANUE	FORCIER WHEELER. IN	Ignaria: man	The second secon
PATRICK C. WHEELER and order		smrt	, as Trustee, and
PATRICK C. WHEELER and JANICE as Grantor, MOUNTAIN TITLE CON JEANNE SPICER and CHARLES H.	PANY OF KLAMATH COU SPICER . or the su	rvivor thereof	
as Beneficiary, Grantor irrevocably grants, bat			
Grantor irrevocably grants, bar	rgains, sells and con-	•	
Grantor irrevocably grants, bat inKLAMATHCou.			
111	- PART HEREOF	BY THIS REFERENCE	

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in unywise 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of ACCUSED AND FORTY FIVE ON THE PURPOSE THOUSAND SIX HUNDRED TWENTY FIVE AND FORTY FIVE SUM OF THOUSAND SIX HUNDRED TWENTY FIVE AND TORTY FIVE ON THE SUM OF THOUSAND SIX HUNDRED THE PURPOSE OF SECURING PERFORMANCE OF SE

100ths****

.....Dollars, with interest thereon according to the terms of a promissoryDollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

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 of demolish any building or improvement thereon,
not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike.
2. To complete or sestore promptly and in good and workmanlike destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restriction allecting said property; if the beneficiary so requests, to tions and restrictions affecting statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the cial Code as the beneficiary as well as the cost of all lien searches made proper 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.

tions and restrictions affecting said property in the beneficiary so requests to me restriction affecting said property personant to the Uniform Control of the said property personant to the Uniform Control of the said property personant to the Uniform Control of the said property personant to the Uniform Control of the said premises as may be deemed desirable by billing officers or searching agencies as may be deemed desirable by the billing officers or searching agencies as may be deemed desirable by the billing officers or searching agencies as may be deemed desirable by the billing officers or searching agencies as may be deemed desirable by the billing officers or searching agencies as may be deemed desirable by the billing officers or searching agencies as a property of the said premises against loss or damage by the and such other hazards as In CT applicable.

The provide and continuously maintain insurance on the buildings and such other hazards as In CT applicable.

The transport of the property of the beneficiary officers of insurance and to the beneficiary officers of insurance and to the beneficiary of the beneficiary of the beneficiary of the beneficiary of the beneficiary after the beneficiary as and procure the same after the property of the beneficiary of the property of the beneficiary of the beneficiary of the property of the beneficiary of the property before any part of the property of the property before any part of the property of the property of th

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken as. In the event that any portion or all of said property shall have the under the right of eminent domain or condemnation, beneficiary shall have the right of eminent domain or condemnation of the monies payable right, if it so elects, to require that all or any portion of the monies payable so that the reasonable costs expenses and attorney's less necessarily paid or or pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by keantor in such proceedings, shall be paid to beneficiary and appellate courts, necessarily paid or incurred by the first upon any reasonable costs and expenses and attorney's freshold in the trial and appellate courts, necessarily paid or incurred by heating the proceedings, and the balance applied upon the indebtedness secured hereby; and grantor adress, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request expense in obtaining such compensation, promptly upon beneficiary is request on this deed and the rote for indeptendent (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereof; (d) reconveyance may be described as the 'person or persons feating in any reconveyance may be described as the 'person or persons legally entitled breto; and the recitals thereof; and the property. The consumery proof of the truthfulness thereof; and the recitals there or nustees feet or any of the services mentioned in this paragraph shall be not note; be any of the property of the truthfulness thereof; paragraph shall be not note; be any of the property of the truthfulness thereof. Tustee's feet for any of the services mentioned in this paragraph shall be not note; be any of the pointed by a court, and without regard to part or by a receiver to be appointed by a court, and without regard to the adequacy of any security pointed by a court, and without regard to the adequacy of any security of any part thereof, in its own name sue or otherwise collect the rens, erry or any part thereof, in its own name sue or otherwise collect the rens, erry or any part thereof, in its own name sue or otherwise collect the rens, erry or any extensive of operation and collection, including transmitted to such and expenses of operation and collection, including transmally all the property, the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or awards for any taking or damage of the pursuant to such rents, issues and profits or the property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or pursuant to such notice.

12. Upon the default by grantor in payment of any taking or damage of the pursuant of such renew the propensation of awards for any taking or damage or the entered as aloresaid, shall not even or many delated to have a such

and expenses actually ancurve in the seeding the amounts provided together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one patcel or in separate parcels and shall sell the patcel or parcels at in one patcel or in separate parcels and shall sell the patcel or parcels at aution to the highest bidder lor cash, payable at the time of sale. Trustee aution to the highest bidder lor cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying of the proceeds of any matters of fact shall be conclusive proof of the trusthulness thereof. Any person, exclusing the trustee, but including the frantor and beneficiary, may purchase at the sale, provided herein, trustee that apply the proceeds of the trustee and a tessonable charge by trustees cluding the compensation of the trustee and a tessonable charge by trustee attorney. (2) to the collaboration secured by the tension the trust of the trustee and the results of the interest may appear in the order of their prority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to surplus.

shall apply the proceeds of the trustee and a reasonable compensation of the trustee and a reasonable compensation of the trustee and a reasonable compensation of the trustee the trust dead of 12 to all persons attorney. (2) to the obligation secured by the trust did not the trustee in the trust dead of their interests may appear in the order of their priority and (4) the surplus.

16. Beneliciary may from time to time appoint a successor or success to any trustee named hetein or to any successor trustee appointeent, and without conversa and duties controlled trustee. The lattee herein named or appointed with all powers and duties controlled trustee, the lattee herein named or appointed situation and substitution shall be wested with all require. Each such appointent upon any trustee herein named or appointed strustee, the lattee herein named or appointed situation and substitution shall be made by mitten instrument executed by beneficiary and substitution shall be made by mitten instrument executed by beneficiary which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and obligated to made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of obligated to notify any party hereto of pending is brought by 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 Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to do business under the laws of Oregan or the United States, a title insurance company authorized to do business under the laws of Oregan or the United States or any agency thereof, or an extraw agent licensed under ORS 656.505 to 676.505, properly of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an extraw agent licensed under ORS 656.505 to 676.505.

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 constraint this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year that 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.	TODOTED WHEELER	Thule
STATE OF OREGON, County of) ss.	, 19,
STATE OF OREGON, County of This instrument was acknow by PATRICK C. WHEELER and	JANICE FORCIER WILLIAMS	\$ 5 ,19 ⁹ 1,
This instrument was acknown	vleagea before	and property of

by _____as by AMA CAMAS
of AMA CAMAS Ma tana. Notary Public for Oregon 1021.50 My commission expires

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

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 TO: said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed of pursuant to statute, to cancer an evidences of indeptedness secured by said trust deed (which are derivered 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: Beneficiary

De 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

Do not lose or destroy this Trust Deed OR THE NOTE which it secur				
TRUST DEED [FORM No. 881] STEVENS LAW PUB. CO. PORTLAND, ORE PATRICK C. WHEELER and JANICE 9221 E. INDIO PLACE TUCSON, AZ 85749 JEANNE SPICER 29321 HIGHWAY 97 N CHILOQUIN, OR 97624 Beneficiary MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY		STATE OF OREGON, County of Certify that the within was received for record on the of at oclock M., at in book/reel/volume No. page or as fee ment/microfilm/reception N Record of Mortgages of said Witness my hand of County affixed.	day, 19, and recorded on /tile/instru-	

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.

STAT	E OF OREGON: COUNTY OF I	KLAMATH:	SS.						
Filed of	for record at request of A.D., 19	91 at 11	1:46	_ o'clock ges o	n Page]	the duly recorded 15734	l in Vol.	12th M91	day
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