NOTE: The Trust Deed Act provides that the trustee he winder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan ossociation, authorized to do bush ess under the lows of Oregon or the United States, a title insurance company authorized to into the trust company property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excrow agent licensed under ORS 499.505 to 676.585.

It is mutually agreed that: 8. In the event that any partion or all of aid monetty shall be taken under the right of enument domain we condemnation, ben-lickery shall have de infini, il is so elects, to require that all or any po tion of the monies pay as a an compensation for such taking while an enumer of the monies pay as a in compensation for such taking while an entry of the monies pay as a incompensation for such taking while an entry of the monies pay as a incompensation for such taking while an entry of the monies pay as a papiled by grantor in such proceedings, shall be puilt to beneficienty and both in the trial and appellate courts, necessarily paid or incurred by gree-secured herbay; and grantor affects, at its own erg ense. to take such active pensation, promptly upon beneficiary's request. 9. At any time and iron time to time upon written request of bere-endorsement (in case of tull reconveyances, for care ultation), without allecting the liability of any person for the payment of the indebidenes, trustee may (a) consent to the making of any map or plat of aid property; (b) join in

form in executing such imancing statements parsault to the Contourn Continued proper public office or observed as the cost of all lien searcher made by filing officers or searching agencies as n ay be deemed desirable by the form of the second premise agencies as n ay be deemed desirable by the new or hereafter etected on the said premise against hose of the buildings and such other heards as the beneficiary, may from time of damage by the an anount not less than \$ the beneficiary, may from time of damage by the an anount not less than \$ the beneficiary, may from time of damage by the control of any policies to the beneficiary with loss payable to the written in policies of insurance shall be beneficiary and the damage by the deliver said policies to the beneficiary and test time of samage by the control of any policy of insurance now or here after placed on said brance and to fine of any policy of insurance induces and the samines any damage by the samuel of any policies to the beneficiary of the samout so colleanes. The barnet at years a second as a spined to an any indestedness secure durance placy risk be applied by anound the event of the sam of the definition of the damage by the same and the same of a spine or at option of beneficiary the same applied by anound there or any the or at option of beneficiary the same applied by an our any indestedness secure at none controving the spined and such or there any be levied or assessed up or or charge becomprey before any part of such notice.
Issue for the same and other charges that may be levied or assessed up or or charge becomprey part and the application of the same structure or barse be added by farmer, thereof, and the obligations described in the same structure or barse be added to and store the set of the same structure or barse becomprey before any part of such and the result and the second by farmer, thereof, and the abolication of the damage becomprey before any part of such and the second by farmer, thereof, and the abolicatin the add the

together with all and singular the innerents, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and he 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 ONE HUNDRED TWENTY THOUSAND and NO/100----

The Northwesterly 1/2 of Lots 1 and 2, Block 85, KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON. Code 1, Map 3809-32AD, Tax Lot 9700.

FORM No. 881

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Oregon Trust Dee

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TIUST DEED.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

TEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR \$720 34320 TRUST DEED Vol.m91 Page 18001

Aspen Title No. 01037397

surplus, if any, to the granter or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or surces-under to any trustee named herein or to any successor trustee appointed herein trustee, the latter shall be vested without conveyance to the successor upon auch subscription of appointed hereund-r. Each such appointment and substitution shall be made by write hereund-r. Each such appointment which, when recorded in the mortgatter instrument executed by beneficiary, which, when recorded in the mortgatter of the sound or counties in a the property is situated, shall be conclusive projet droper appointment 17. Trustee accepts this trust when this circed duly executed and obligated to notify any party hereto of as provided by law. Trustee is not shall be a party unless such action or proceeding in brought by truster.

together with trustee a and attorney's lees not exceeding the amounts provided by law, "ith trustee a and attorney's lees not exceeding the amounts provided "14. Otherwise, the sale shell be held on the date and at the time and be postponed as in the motice of sule or the time and shell held in the postponed as in the motice of sule or the time is and at the time and be postponed as invited by law. The trustee may sub held suid rate may auction to the highest hilter of cash, post-like it the parcel or parcels shell deliver to the purchase its deed in form as required by law conveying the property so sold, but way the trustee may law conveying plied. The vertices in the without any coverant or warranty, express or im-of the truthulness theread there are schiding the trustee. But including the granter and beneficiary, may surchase at the sale." The truthulness theread the trustee and a teat shall be trustee but including the function of sale. Trustee and a teat and the trust conclusive pool structure, it to trustee and a transmit of the trust conclusive for structure, it to the sale trustee and a teatmather the trust attranty. It to the obligation may make a the trust tend. If the trust held in the compensation of sale trustee and a teatmather while for trust attranty. It to the obligation may make a the trust tend. If the trust have independent to the intervent of the trust ward of the trust and any the intervents may appear to the intervent of the trust ward if the trust and the intervent may appear to the intervent of the trust ward if the trust and any, it as the grantee are the and the intervent of the trust and is and the sale. The intervent of the make and the sale of the trustee the sale. The intervent of the intervent of the trustee the sale. The intervent of the sale of the trustee the sale in the sale in the structure. It is the frame appearing the trust and the trust and the intervents may appearing the trust and the trust and the intervents may appear to the intervent of the trustee that the interve

nstrument, irrespective of the maturity dates expressed therein, or subscription or other agreement affecting this deed or the lien or charge thereof. (d) recovery, without warrants this deed or the lien or charge thereof. (d) recovery, without warrants there of any part of the property. The subscription of the truthulness there of any matters or lacks that services many reconveyance may be call or any part of the property. The services many reconveyance may be call or any part of the property. The services many proof of the truthulness there of any matters or lacks that services many of the truthulness there of any matters or lacks that services many of the truthulness there of any matters or lacks that services many of the truthulness there of any security and any point of the surf, and without regard to the adequace of any security and point the same and take presension of set of any of the indubted mess thereds, and and unpad, and apply the same. The set of any inductive dates and any inductives and collers on including reasonable attor fields of the application or release theread or any taking or damage of the wave any default or norice of delaut heread and any taking or damage of the wave any default or norice of delaut heread and any taking or damage of the wave any default or norice of delaut heread and any taking or damage of the wave any default or norice of delaut heread and any taking or damage of the wave any default or norice of delaut heread and profile. In the beneficiary may at the application or release theread is addressid, shall not cure or wave any default or norice of delaut heread and part there being of the declare all sums secured hereby immediate proformance, the beneficiary may at the beneficiary or any fact the trustee to to forclose this trust deed advertisement and such order as the application or release thered or any taking or damage of the sums and delaut heread and proformance. The beneficiary may at the beneficiary at any default by frantor in payment and berneficiary any o

, 1991 , between as Grantor, ASPEN TITLE & ESCROW, INC. DALE N. SCHEER And WANDA L. SCHEER, husband and wife with full rights of survivorship as Beneficiary, . .

18002 The grantor covenants and agrees to and with the ben diciary 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 1.) 1991-92 taxes, a lien not yet payable. Regulations, including levies, liens and utility assessments of the City of Klamath 3.) Conditions, lestrictions as shown on the recorded plat of Klamath** and that he will warrant and forever defend the same against all persons whomesoever. who may lawfully 2.) claim the same by and through grantor, except as shown above. **Addition to the City of Klamath Falls. 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, tanuly or household purposes (see Important Notice below), (b) for an organization, or (even if gran or 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 bem licitary 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 viernanty (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 At 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, disregare this notice. STATE OF OF EGON, County of Klamath This instrument was acknowledged before me on September Jeff Kyder & Therese Beusleaw Ryder This ins rument was acknowledged before me on . hv 2 6. 6. as 0 ີ ເມີ Alling for Notary Public for Oregon 3=22-93 -1 σŧ. 33 ° ° 1.408/1. <u>بر</u> تح h ~ . 0 My commission expires 110 23 de. REQUEST FOR FULL RECONVEYANCE To be used only when obligations have I Trustee The undersigned is the legal owner and holder of all indebirdness secured by the foregoing trust deed. All sums secured by said TO: 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 sance! 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. Mult reconveyance and documents to DATED: Beneficiary niti cellation before reconvey Do not loss or destroy this Trust Deed OR THE NOTE which it secures. Boff: must be do ad to the trustee for to STATE OF OREGON, 65. County of Klamath TRUST DEED I certify that the within instrument (FORM No.: \$\$1) was received for record on the 10th day LAW PUB. CO. Sept. 1991, at 10:48 o'clock A.M., and recorded 1.40 in book/reel/volume No. M91 on page 18001 or as tee/file/instru-SPACE RESERVED ment/microfilm/reception No. 34320 Gra stor FOR Record of Mortgages of said County. RELORDER'S USE Witness my hand and seal of County affixed. Beneli Jary Evelyn Biehn, County Clerk AFTER RECORDING RETURN TO Ś Aspen Title Attn: Collection - Teps By Saluer Mulendese Deputy 前には 15日日 Fee \$13.00