TRUST DEED

DARRELL H. SCHEI and JANICE SCHEI PO BOX 204 MT CARROLL, IL 61053 Grantor
JOHN E. MCINTIRE
70865 INDIAN FORD ROAD
SISTERS, OR 97759 Beneficiary

ESCROW NO. MT45410-MG

After recording return to: 6TH STREET KLAMATH PALLS, OR 97601

MTC 45410-MG

THIS TRUST DEED, made on 08/14/98, between

DARRELL H. SCHEI and JANICE SCHEI, as tenants by the entirety, as Grantor,
as Trustee, and AMBRITITLE JOHN E. MCINTIRE, as Beneficiary,

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

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

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise new or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection new or hereafter attached to or used in connection

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaning, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property. FOR THE PERPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **PORTY ONE THRUISAND*** Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the new terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the new terms of a promissory note of the date of maturity of the debt secured by this instrument is the date, and payable to the final installment of said note becomes due and payable. In the event the within described in the said and payable. In the event the within described in the said and payable to the final installment of said note herein, shall become immediately and the said of t

or trustee's attorney's tees on such appear.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are

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 696.585.

in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily poid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expenses, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of fut upon write the property, and provided the indebtedness, to take the property of the making of any map or plat of said property; (b) join in granting any exament of the indebtedness, totale the indebtedness, totale indepted the property. The grantee in any reconveyance may be described as the property of the indebtedness, totale the indeptedness, to the indebtedness, to the indebtedness, to the indebtedness, to the property of the property. The grantee in any reconveyance may be described as the property of the indebtedness, to the indebtedness, to the property of the property. The grantee in any reconveyance may be described as the property of th

entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in 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 acknowledged is 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 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor covenants and agrees to and with the beneficiary and the beneficiary and the grantor solvers.

Seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This interest, and interest into the coverage purchased by insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage by purchased that grantor has obtained property coverage lesewhere. Grantor is responsible for the cost of any insurance coverage by purchased that grantor has obtained property coverage lesewhere. Grantor is responsible for the cost of any insurance coverage by purchased that grantor has obtained property coverage by applicable for coverage any be considerably more expensive than grantor is designed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance are grantor warrants that the proceeds of the loan represented by the above descr

STATE OF ILLINOIS , County of Coccoll August My Commission Expires 4/18/3002 Public for Illinois

> OFFICIAL SEAL Kandada Los Corbus Broary Public, State of Errols By Commission Explica April 18, 2004

REOUES	T FOR FULL DECONVEYANCE OF	2088
TO:	TO TOLL RECONVEYANCE (10	be used only when obligations have been paid)
together with the trust dee		s secured by the foregoing trust deed. All sums secured by the trust on payment to you of any sums owing to you under the terms of the dness secured by the trust deed (which are delivered to you herewith the parties designated by the terms of the trust deed the estate now:
DATED:	, 19	
Do not lose or destroy this Both must be delivered to reconveyance will be mad	Trust Deed OR THE NOTE which it se the trustee for cancellation before de.	Beneficiary
STATE OF OF	REGON COUNTY OF KLAMA	тн
This ins	OFFICIAL SEAL MARION GRANTHAM NOTARY PUBLIC ORESON COMMISSION NO. 081144	Notary Public for pregon Commission Expires:

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

Lot 4 or Northwest quarter of Southwest quarter, the Southwest quarter of the Northwest quarter, the West half of Northwest quarter of Northwest quarter of Section 14 in Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING from said Lot 4 (NW1/4 SW1/4) the following described parcel of land:

Beginning at the Southeast corner of said Lot 4; thence Westerly along the South line of said Lot 4 a distance of 417.2 feet; thence North at right angles to said South line a distance of 208.6 feet; thence East parallel to said South line of Lot 4 a distance of 417.2 feet more or less to the Easterly side of said Lot 4; thence Southerly along the Easterly side of said Lot 4 a distance of 208.6 feet, more or less, to the point of beginning.

PARCEL 2:

A tract of land located in the NE1/4 NE1/4 of Section 15, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pin set on the North-South Section line common to Sections 14 and 15, which is 1320 feet North of U.S.G.L.O. East 1/4 corner of Section 15, Township 41 South, Range 10 East of the Willamette Meridian, marked by a 1 1/4" iron pipe with brass cap; thence North a distance of 994.5 feet to an iron pin set on said section line; thence South 20 degrees 23' West a distance of 1060.9 feet to an iron pin; thence East a distance of 369.5 feet more or less to the point of beginning.

STATE	e of oregon: coun	ITY OF KLAMATH: ss.		
	or record at request of	Amerititle the	21st	day
of	August	A.D., 19 98 at 3:39 o'clock P M., and duly recorded		uay
	of	Mortgages on Page 30886		
FEE	\$25.00	By Astalum Rosa	1, County Clerk	
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