

A-20345

FHA FORM NO. 21691  
Rev. October 1969

54910

Vol. 471 Page

8091

## DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of July, 1971,

between

\* \* \* MARY E. THACKER \* \* \*, as grantor,

whose address is 632 Roosevelt Street Klamath Falls State of Oregon,  
(Street and number) (City)

KLAMATH COUNTY TITLE COMPANY \* \* \* \* \*, as Trustee, and

UNITED STATES NATIONAL BANK OF OREGON \* \* \* \* \*, as Beneficiary.

WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, WITH POWER OF SALE, THE PROPERTY IN Klamath County, State of Oregon, described as:

Lot 1, and the Northeasterly rectangular 17.4 feet of adjoining Lot 2, Block 21, FIRST ADDITION to the City of Klamath Falls, Klamath County, Oregon.

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee. The above described property does not exceed three acres.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$16,250.00... with interest thereon according to the terms of a promissory note, dated July 28, 1971, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, shall be due and payable on the first day of August, 2001...

1. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however*, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further*, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

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SEAL:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:

- (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth ( $\frac{1}{12}$ ) of one-half ( $\frac{1}{2}$ ) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

- (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (ii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (iii) interest on the note secured hereby; and
- (iv) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Deed of Trust.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days from the date the same is due, Grantor agrees to pay a "late charge" of two cents (2¢) for each dollar so overdue, if charged by Beneficiary.

4. If the total of the payments made under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess shall be credited by Beneficiary on subsequent payments to be made by Grantor. If, however, the monthly payments made under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

#### TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

5. To keep said premises in as good order and condition as they now are and not to commit or permit any waste thereof, reasonable wear and tear excepted.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) to commence construction promptly and in any event within 30 days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary,

(b) to allow Beneficiary to inspect said property at all times during construction,

(c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by personal service of the same,

(d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building or improvement thereon.

8. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property.

9. To provide and maintain insurance against loss by fire and other hazards, casualties, and contingencies including war damage as may be required from time to time by the Beneficiary in such amounts and for such periods as may be required by the Beneficiary, with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums.

10. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

11. To pay at least 10 days before delinquency all assessments upon water company stock, and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior

8/2/71 4:10 pm

SEAL



24. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made 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 brought by Trustee.

25. The term "Deed of Trust," as used herein, shall mean the same as, and be synonymous with, the term "Trust Deed," as used in the laws of Oregon relating to Deeds of Trust and Trust Deeds. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

STATE OF OREGON } ss:  
COUNTY OF

Signature of Grantor.

Mary E. Thacker

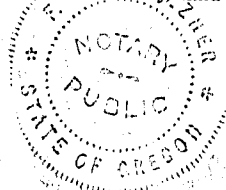
Signature of Grantor.

I, the undersigned, F. Jean Elzner, hereby certify that on this 28th day of July, 1971, personally appeared before me

Mary E. Thacker

to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



F. Jean Elzner

Notary Public in and for the State of Oregon.

My commission expires April 12, 1975.

### REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 19\_\_\_\_

Mail reconveyance to \_\_\_\_\_

STATE OF OREGON

LOAN NO.

Deed of Trust

MARY E. THACKER

TO  
KLAMATH COUNTY TITLE COMPANY  
as Trustee for

UNITED STATES NATIONAL BANK

OF OREGON

STATE OF OREGON

COUNTY OF KLAMATH

ss:

I hereby certify that this within Deed of Trust was filed in this office for Record on the 2nd day of AUGUST, A.D. 1971 at 4:10 o'clock P.M., and was duly recorded in Book M 71 of Record of Mortgages of KLAMATH County, State of Oregon, on page 8091

WM. D. MILNE

Recorder.

Deputy.

By *[Signature]*

Return to GOVERNMENT PRINTING OFFICE: 1969-10-10  
United States National Bank of Oregon  
Attn: Jean Elzner, Real Estate  
P.O. Box 789 Klamath Falls, Oregon

#### DEED OF TRUST

This form may be used as the security instrument in connection with Deeds of Trust to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.

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## AFFIDAVIT OF INHERITANCE

1  
2 CALIF  
3 STATE OF ~~INDIANA~~ )  
4 KERN ) ss.  
County of ~~Hancock~~ )

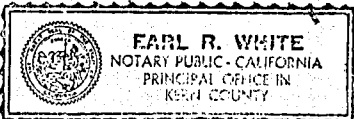
5 I, ESTHER BARNES, being first duly sworn, on oath depose and say  
6 that I am the widow of Roy Francis Barnes, who died near Bakersfield,  
7 California, on December 12, 1968. That my said husband died intestate and  
8 in addition to me left as his heirs at law and next of kin two daughters  
9 and one son, to-wit, Charles F. Barnes, Joyce Palmgren, and Louise Scott.

10 There are no surviving children of any deceased child of mine.

11 Esther Barnes  
12 Esther Barnes

13 Subscribed and sworn to before me this 15 day of June, 1971.

SEAL:



18 My Commission Expires November 6, 1971

15 Earl R. White  
Notary Public for ~~Indiana~~ California  
My commission expires: Nov 6, 1971

21 STATE OF OREGON, COUNTY OF KLAMATH

22 Filed for record at request of KLAMATH COUNTY TITLE CO

23 this 2nd day of AUGUST A. D. 1971 at 4:10 clock P.M., and

24 duly recorded in Vol. M 71, of DEEDS on Page 8095

25 Wm D. MILNE, County Clerk

26 By Hazel Drayton

27 Fee \$1.50

Return

28 GANONG, GANONG  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

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8/12/71 4:10 PM



## Contract of Sale

8/2/71 4:10 PM

This Agreement, Made this 2nd day of August, 1971  
 between H. C. BRADBURY and OSA E. BRADBURY, husband and wife  
 hereinafter called Vendor, and STELLA BURNES, a single person,  
 hereinafter called Purchaser, whose address is 526 North 8th Street, Klamath Falls, Oregon  
 97601

WITNESSETH: Vendor agrees to sell to Purchaser and Purchaser hereby agrees to buy from Vendor, at the price and on the terms, covenants, conditions and provisions hereinafter contained, all of the following described property situate in the County of Klamath, State of Oregon, more particularly described as follows, to-wit:

Beginning at a point 140 feet in a Northwesternly direction from the Southeastly corner of Block 54 in Nichols Addition to the City of Klamath Falls, (formerly Linkville, Oregon) at the intersection of Eighth and Jefferson (formerly Bush Street) and on the Northeastly line of said Block 54; running thence 40 feet in a Northwesternly direction parallel with Eighth Street; thence 120 feet in a Southwesterly direction and parallel with Jefferson Street; thence 40 feet in a Southeastly direction parallel with Eighth Street; and thence 120 feet in a Northeastly direction to the point of beginning; being a portion of said Lots 7 and 8 in said Block 54 of Nichols Addition.

SUBJECT TO: 1971-72 taxes and assessments and easements and rights of way of record and apparent thereon,  
 together with furniture, fixtures and furnishings described as follows:

526 No. 8th St.

1 rug 13' x 10'4"  
 1 dresser  
 1 chest of drawers and mirror  
 1 bedstead, springs & mattress  
 1 small lamp  
 1 30" Frigidaire range - pink  
 1 Frigidaire refrigerator  
 1 breakfast table with 2 chairs  
 1 rug 10'10" x 12' - beige  
 drapes  
 1 davenport  
 shower curtains  
 2 end tables  
 1 lamp table  
 1 coffee table  
 50' garden hose  
 1 swivel chair  
 1 spring rocker

528 No. 8th St.

1 13' x 10'4" rug  
 1 bedstead, springs and mattress  
 1 dresser  
 1 chest of drawers  
 dinning table and 4 chairs  
 1 30" Norge Electric range  
 1 Frigidaire refrigerator  
 1 small table  
 1 brown davenport and chair  
 2 stand lamps  
 1 coffee table  
 2 end tables  
 1 12' x 10'10" rug  
 1 swivel rocker  
 1 corner table 24" x 24"  
 1 42" x 6' throw rug  
 drapes  
 bathroom shower curtains

The purchase price of the above described real and personal property is the sum of \$14,600.00 which purchaser agrees to pay as follows:

\$500.00 earnest money;

\$3,000.00 upon execution hereof, receipt of which is hereby acknowledged;

\$11,100.00 deferred balance to be paid in monthly installments of not less than \$100.00, inclusive of interest at the rate of six (6%) per cent per annum, from date hereof, on the unpaid balances, the first such installment to be paid on the first day of September, 1971, and a like installment on the first day of each month thereafter, to and including June 1, 1974. On July 1, 1974, the then unpaid balance of

the entire purchase price, including principal and interest accrued and unpaid, shall be fully paid by purchaser. Purchaser may at any time pay off the entire balance of the purchase money remaining due together with interest due thereon to the date of payment.

Purchaser agrees that this contract is a conditional sales contract of the personal property herein described as well as the real property herein described, and agrees to execute in favor of vendor a financing statement on form UCC-2 to be filed at purchaser's expense. In the event of default, vendor shall have all remedies with regard to said personal property as are provided a secured party by the Uniform Commercial Code of the State of Oregon in addition to those provided elsewhere herein.

Purchaser warrants that full disclosure of the interest rate being charged by vendor has been made to purchaser.

The parties hereto have prorated all taxes, insurance and rental as of August 1, 1971.

Purchaser takes said property subject to existing tenancies which are from month to month without written leases.

Purchaser certifies that this contract of purchase is accepted and executed on the basis of her own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence her judgment; that no representations as to the condition or repair of said premises have been made by vendor or by any agent of vendor; that no agreement or promise to alter, repair, or improve said premises has been made by vendor or by any agent of vendor; and that purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement.

#### GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

Vendor will, upon execution hereof, make and execute in favor of Purchaser, a good and sufficient Warranty Deed, conveying said premises free and clear as of this date of all encumbrances, subject to the above set forth exceptions, and will place said deed, together with the original copy of this agreement, in escrow at First Federal Savings & Loan Assn., 540 Main Street, Klamath Falls, Oregon 97601

with instructions to said Escrow Holder that when and if the Purchaser shall have paid the balance of the purchase money and interest as above specified and shall have complied with all other terms and conditions of this agreement, to deliver said documents to Purchaser subject to the usual printed conditions and provisions of the standard form of escrow instructions provided by said Escrow Holder.

Vendor shall furnish, at his own expense, a Purchaser's Title Insurance Policy insuring title to the above described real property in the amount of \$ 14,600.00 and deposit said policy in the above-described escrow under the above terms.

Purchaser agrees to keep the buildings now on or hereafter placed upon the above described real property insured against loss by fire or other casualty in an amount not less than maximum insurable value total insurance and shall obtain, at his own expense, said insurance in the name of the Vendor as the primary insured with an endorsement thereon providing for loss payable to Vendor and Purchaser as their respective interests may appear. The policy or policies of insurance shall be delivered to Vendor, or, in lieu thereof, a certificate of such insurance may be provided by Purchaser and delivered to Vendor. If a loss should occur for which insurance proceeds shall become payable, the Purchaser may elect to either rebuild or repair the portion of the building so destroyed, or apply the proceeds to payment of the then unpaid balance of the purchase money. If the Purchaser elects to rebuild, he shall sign such documents as may be necessary to guarantee the application of the insurance proceeds to the cost of such rebuilding or repair. If the Purchaser elects to apply the insurance proceeds toward payment on this contract, any amount received by Vendor under any such insurance in payment of a loss shall be applied upon the unpaid principal balance of the purchase price and shall reduce said unpaid principal balance to the extent of the amount of the insurance payment received by Vendor.

Purchaser shall be entitled to possession of the above described real property on date hereof

Purchaser shall remain in possession so long as Purchaser is not in default hereunder. Purchaser shall and hereby agrees to keep said real property in clean, sanitary, slightly, attractive condition; to commit no waste or otherwise damage or injure said premises; to maintain said premises in accordance with the laws and the ordinances and regulations of any constituted authority applying to said premises and to make no unlawful use thereof; to pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments, and charges levied and assessed against said real property, and to pay and discharge all encumbrances thereafter placed thereon by Purchaser, to permit no lien or other encumbrance to be filed upon or placed against said premises without the written consent of Vendor, and it is further understood and agreed, for the purposes of this provision, that if Purchaser fails to pay or discharge any taxes, assessments, liens, encumbrances, or charges, Vendor, at his option and without waiver of default or breach of Purchaser, and without being obliged to do so, may pay or discharge all or any part thereof all of which said sums so paid by Vendor shall become repayable by Purchaser, together with interest at the rate of 10 percent per annum, upon demand, payment of which is a condition to delivery of deed hereunder as part of the performance of this agreement by Purchaser.

If Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity;
- (b) To declare the full unpaid balance of the purchase price immediately due and payable;
- (c) To specifically enforce the terms of this agreement by suit in equity; and
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payments heretofore made upon said premises. Under option (d) all of the right, title and interest of Purchaser shall revert and vest in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof, Purchaser may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within 30 days after the giving of the notice.



Vendor may appear in or defend any action or proceeding at law, in equity, or in bankruptcy, affecting in any way the security hereof, and in such event, Vendor shall be allowed and paid, and Purchaser hereby agrees to pay, all costs, charges and expenses, including costs of evidence of title or validity and priority of the security and attorney's fee in a reasonable sum, incurred in any such action or proceeding in which Vendor may appear, which shall bear interest at 10% from date of demand therefor. Failure of Purchaser to pay Vendor for such costs, charges, and expenses within 90 days from date of demand therefor shall constitute a breach of this contract.

If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than 30 days after the payment becomes due, Purchaser shall be deemed to be in default and Vendor shall not be obligated to give notice to Purchaser of a declaration of said default.

Where notice in writing is required by Vendor to the Purchaser, such notice shall be deemed given when the same is deposited in the United States mail as Registered Mail, addressed to the address of Purchaser shown at the beginning of this agreement.

No waiver by Vendor of any breach of any covenant of this agreement shall be construed as a continuing waiver of any subsequent breach of such covenant nor as a waiver of any breach of any other covenant nor as a waiver of the covenant itself.

If suit or action is taken to enforce any agreement contained herein, Purchaser agrees to pay, in addition to costs and disbursements provided by law, such sums as the court, or courts, hearing said matter, may adjudge reasonable as Vendor's attorney's fees, including any fees on appeal, together with costs and disbursements provided by law. If this contract should be placed in the hands of an attorney or collector for collection of payment and no suit shall be filed hereon, Purchaser further agrees to pay the reasonable costs of collection of said payments.

This agreement contains the full understanding of the parties with respect to the subject hereof and no modification hereof shall be given effect unless the same be in writing subscribed by the parties hereto or their successors in interest.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto, and their respective successors, heirs, executors, administrators, and assigns. Provided, However, Purchaser shall not assign this agreement or his rights hereunder or in the property covered thereby without written consent of Vendor.

In construing this agreement, the singular shall include both the singular and the plural and the masculine both the masculine and feminine, and that the terms "real property" and/or "premises" shall include shrubs and trees presently growing on the above described real property.

All deletions and insertions were made prior to execution hereof.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Vendor

Purchaser

H.C. Bradbury (SEAL)  
Osa E. Bradbury (SEAL)

Stella Burnes (SEAL)

STATE OF OREGON ) ss.  
COUNTY OF KLAMATH )

On this 2nd day of August, 1971, personally appeared the above named H.C. BRADBURY & OSA E. BRADBURY and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL) Val N. Schmitt  
Notary Public for Oregon  
My Commission expires: Feb 24, 1973

STATE OF OREGON ) ss.  
COUNTY OF KLAMATH )

On this 2nd day of August, 1971, personally appeared the above named STELLA BURNES and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

(SEAL) Val N. Schmitt  
Notary Public for Oregon  
STATE OF OREGON; COUNTY OF KLAMATH; ss. Feb 24, 1973  
My Commission expires: Feb 24, 1973

Filed for record at request of KLAMATH COUNTY TITLE CO  
this 2nd day of AUGUST A. D. 1971 at 10 o'clock P. M., and  
duly recorded in Vol. M 71, of DEEDS on Page 8096

W. D. MILNE, County Clerk

Ret: 43  
J. ANTHONY GIACOMINI  
ATTORNEY AT LAW  
125 N. 8TH STREET  
KLAMATH FALLS, OREGON  
FEE \$4.50