

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 except as to a prior and first mortgage in favor of Equitable Savings and Loan Association, an Oregon corporation

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) ~~for the purchase of real property~~
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 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 warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,
County of Klamath,
June 25, 1976

Personally appeared the above named
Theodore J. Paddock and Rod E. Travis

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

(OFFICIAL SEAL) William J. Addington
Notary Public for Oregon
My commission expires: 3-21-77

STATE OF OREGON, County of _____, ss.
Personally appeared _____, 19____, and _____, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

TRUST DEED
(FORM No. 881)

Grantee
Beneficiary
STATE OF OREGON
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 _____ on page _____ or as file number _____
Record of Mortgages of said County.
Witness my hand and seal of County affixed.
By _____ Title _____ Deputy _____
STEVENS-NESS LAW FIRM, CO., PORTLAND, ORE.

Return To:
MTC
Attn: Marlene

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 _____

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.

9729

DESCRIPTION
EXHIBIT "A"

The following described real property situate in Klamath County, Oregon:

PARCEL I

A tract of land situated in the SW $\frac{1}{4}$ of Section 11 Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the South right of way line of Bristol Avenue, said point being North 89 degrees 32 minutes 55 seconds East (North 89 degrees 38 minutes East by record) 996.15 feet and South 00 degrees 27 minutes 55 seconds East (South 00 degrees 22 minutes East by record) 30.00 feet from the northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11 (the last described corner is the intersection of the centerlines of Bristol Avenue and Summers Lane); thence North 89 degrees 32 minutes 55 seconds East along the South line of Bristol Avenue 520 feet, more or less, to the Westerly line of the plat of Tract No. 1026, THE MEADOWS, according to the official plat thereof on file in the records of Klamath County, Oregon; thence Southerly along said Westerly line to its intersection with the Northwesterly line of the USBR 1-C-3 Drain right of way; thence Southwesterly along said Northwesterly line to its intersection with the Northeasterly line of the USBR F-7 (A-C-3) lateral right of way; thence Northwesterly along said Northeasterly right of way to the Westerly line of that property described in Deed Volume 284, page 485, Deed Records of Klamath County, Oregon; thence following said Westerly line: North 00 degrees 27 minutes 05 seconds West 60.00 feet; thence North 67 degrees 54 minutes 55 seconds East 202.89 feet; thence North 00 degrees 27 minutes 05 seconds West 107.00 feet to the point of beginning.

EXCEPTING THEREFROM the following described 2 parcels of land:

- (a) A Parcel of land situate in the SW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89° 32' 55" East a distance of 1,516.15 feet and South 0° 27' 05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11, said point also being the Northwest corner of Tract No. 1026, THE MEADOWS; thence continuing South 00° 27' 05" East along the West line of THE MEADOWS a distance of 145.0 feet to a point; thence South 89° 32' 55" West, parallel with the South line of Bristol Avenue, a distance of 110.0 feet to a point; thence North 00° 27' 05" West, parallel with the West line of THE MEADOWS, a distance of 145.0 feet to a point on the South line of Bristol Avenue; thence North 89° 32' 55" East along said South line a distance of 110.0 feet to the point of beginning.
- (b) A parcel of land situate in the SW $\frac{1}{4}$ of Section 11, Township 39, South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89° 32' 55" East a distance of 1,356.15 feet and South 0° 27' 05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11; thence continuing South 0° 27' 05" East parallel to the West line of THE MEADOWS a distance of 145.0 feet to a point; thence South 89° 32' 55" West, parallel with the South line of Bristol Avenue a distance of 100.00 feet to a point; thence North 0° 27' 05" West, parallel with the West line of THE MEADOWS, a distance of 145.0 feet to a point on the South line of Bristol Avenue; thence North 89° 32' 55" East along said South line a distance of 100.0 feet to the point of beginning.