

Vol. m-78 Page 14688

WITNESSETH:

All that portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 30, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying West of Leonora Way, and the West 420 feet of the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 30.

EXCEPTING THEREFROM that certain parcel 60 feet wide as described in Deed recorded January 30, 1974 in Deed Volume M-74 at page 1044, Microfilm Records, traversing the ~~WASHER~~ of said Section 30.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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, or 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 issue title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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, household or agricultural purposes (see Important Notice below);  
(b) ~~for an organization, or (c) for a business or 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-Hess Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Hess 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.

STATE OF OREGON,

County of Klamath

July 3, 19 78

Personally appeared the above named  
**Carson P. Merkley and Elizabeth M. Merkley**

and acknowledged the foregoing instrument to be their

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon  
My Commission Expires 7/21/79

(ORS 93.490)

STATE OF OREGON, County of Klamath ss.

July 5, 19 78

Personally appeared Elizabeth M. Merkley and  
who, being duly sworn,  
each for himself and not one for the other, ~~do say that the above is the~~  
~~present and only true and correct~~  
~~statement of~~

and that the said instrument is the voluntary act and deed of said corporation and that said instrument was signed and sealed in full of said corporation for recording at its office at Medford, Oregon; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Shelia Howard  
Notary Public for Oregon  
My commission expires Sept 30, 1981

(OFFICIAL SEAL)

# 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.

TRUST DEED

(FORM 14-101)

STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 10 day of July, 19 78, at 10:46 o'clock A.M., and recorded in book 178 on page 14688 or as file/reel number 51374

Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

Barbara A. Milne Deputy

Fee \$6.00