

6th day of September, 1978, between CHARLES R. ROETHLER AND ILA J. CHARRIER, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee, and JAMES A. FELLER AND MURIEL I FELLER, husband and wife, as Beneficiary,

WITNESSETH:

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

Lot 3, Block 5, RAINBOW PARK ON THE WILLIAMSON, together with an undivided 1/68th interest on Lots 4 and 5 in Block 1, RAINBOW PARK ON THE WILLIAMSON, in the County of Klamath, State of Oregon,

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Six Thousand Dollars and No/100----- Dollars, with interest thereon according to the terms of a promissory note of grantor hereunto, payable to beneficiary or order and made by grantor, the final payment of principal and interest being, if not sooner paid, to be due and payable August 30, 1983.

The date of maturity of the debt secured by this instrument is the date, stated above, at which the final installment of said note becomes due and payable.

The above described real property is to be commonly used for agricultural, timber or grazing purposes.

The trustee has the duty to hold the property in trust for the benefit of the beneficiary and to manage the property in accordance with the terms of the trust deed. The trustee shall not be liable for the actions of the grantor or the beneficiary.

The trustee shall have the power to sell, lease, convey, or otherwise dispose of the property in trust, subject to the approval of the beneficiary. The trustee shall also have the power to execute any documents necessary to carry out the duties of the trust.

The trustee shall be entitled to a commission of five percent on the net proceeds of any sale or disposition of the property in trust. The trustee shall also be entitled to reimbursement for any expenses incurred in the administration of the trust.

The trustee shall have the power to sue or be sued, to defend or be defended, and to do all other things necessary to carry out the duties of the trust. The trustee shall also have the power to execute any documents necessary to carry out the duties of the trust.

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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 the grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for educational purposes, or (c) even if it is in 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 terms beneficiary shall mean the holder and owner, including pledgee, of the evidence secured hereby, whether or not named as beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the singular, 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: Before, by signing and, which ever is necessary (a) or (b) to not applicable, if necessary (a) to applicable and the beneficiary is a trustee or such need to be filed in the Public-Recording Act and Regulation II, the beneficiary MUST comply with the Act and Regulation by making certain disclosures. See this purpose, if then instrument is to be in REPT form to finance the purchase of a dwelling and borrower must file a No. 1205 or equivalent, if this instrument is NOT to be a first loan, see Regulation Form No. 1208, or equivalent, in compliance with the Act and Regulation, regarding this notice.

If the signer of the above is a corporation, see this form of acknowledgment separately.

Charles B. Baethle
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STATE OF OREGON

County of Klamath
Sept 6 1978
Personally appeared the above named
TIA S. Ginnerier &
Charles B. Baethle

and acknowledged the foregoing to be their voluntary act and deed
in presence of me,
Notary Public for Oregon
My commission expires: 3-12-81

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and _____, 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.

Notary Public for Oregon
My commission expires:

(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 hereunto subject to said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the lands now held by you under the same. All reconveyance and documents to

DATED:

Beneficiary

Be not here or shown this Trust Deed OR THIS NOTICE of reconveyance. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM NO. 200)

ISSUED 1976 AND 1978 BY THE OREGON STATE BAR

Grantor

SPACE RESERVED FOR RECORDING OFFICE

Beneficiary

AFTER RECORDING RETURN TO

TA-Branch
Donna

STATE OF OREGON

County of Klamath) ss.

I certify that the within instrument was received for record on the 7th day of September, 1978, at 3:50 o'clock P.M., and recorded in book M78 on page 19825 or as file/reel number 54630.

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

Wm. D. Milne

County Clerk Title
By *Bernetha Shetch* Deputy

Fee \$6.00