

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) for the grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) for the grantor's business or (c) for the business or commercial purposes of a natural person.

This deed applies to loans 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 instrument 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 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 such, a notice of warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor of 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 Oregon-Notary Form No. 1205 or equivalent; if this instrument is NOT to be a first lien, use Oregon-Notary Form No. 1206, or equivalent. If compliance with the Act not required, disregard this notice.
(If the signer of the above is a corporation, see the form of certain signature capacity.)

FORM 12-69

STATE OF OREGON,

County of Jackson

September 15, 1978

Personally appeared the above named
Joe P. Jarvis, Dale Niedermeier
and Ruth Niedermeier

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

Notary Public for Oregon
My commission expires 7-25-81

STATE OF OREGON, County of _____ ss.

Personally appeared _____ 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 _____

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)

RECEIPT FOR FULL REDEMPTION

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. For hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed to surrender to me, the undersigned, all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to release me, hold me free under the terms, conditions and provisions of said trust deed.

DATED:

19

Beneficiary

The undersigned hereby certifies that this Trust Deed (ON THIS DATE) was a true and correct copy of the original as shown to the undersigned for cancellation before redemption will be made.

TRUST DEED

(FORM NO. 12-1)

STRENGTHENED COPY FOR CREDITORS USE

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

STATE OF OREGON

County of _____ ss.

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/reel number _____, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title

By _____ Deputy

20592

A portion of Tract 31 ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the Northeast corner of Lot 37, ENTERPRISE TRACTS, thence South $00^{\circ} 15' 30''$ East, along the centerline of Avalon Street, 153.75 feet; thence South $56^{\circ} 33' 10''$ East, 36.03 feet to a point on the East boundary of said street for the true point of beginning; thence South $56^{\circ} 33' 10''$ East, 108.05 feet; thence South $73^{\circ} 31' 10''$ East, 41.51 feet; thence North $79^{\circ} 51'$ East, 103.20 feet; thence North $70^{\circ} 29' 20''$ East, 154.53 feet; thence North $89^{\circ} 25' 40''$ East, 32.78 feet; thence North $1^{\circ} 24' 20''$ West, 31.01 feet; thence North $89^{\circ} 25' 40''$ East, 50.00 feet; thence North, 134.58 feet, to a point on the Southwesterly boundary of the U.S.R.S. "A" Canal; thence along said canal boundary North $81^{\circ} 17'$ West, 23.93 feet; thence 94.93 feet along the ARC of a curve right which arc has a radius of 433.10 feet and a long chord of North $78^{\circ} 00' 07''$ West, 94.79 feet; thence South $00^{\circ} 15' 30''$ East, 50.00 feet; thence South $89^{\circ} 44' 30''$ West, 195.00 feet to a point on the East boundary of Avalon Street; thence along said boundary South $00^{\circ} 15' 30''$ East, 132.87 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

the 13th day of September A.D. 1978 at 3:46 P.M., and

is recorded in Vol. 218 of Mortgages on Page 20590

Wm D. MILNE, County Clerk

[Signature]

Fee \$9.00