

78, between

WITNESSETH:

(See attached map.)

[illegible]

[The page contains faint, mostly illegible handwritten notes.]

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.

Beneficiary herein agrees to subordinate to construction loan for improvements that are compatible to existing improvements.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a) primarily for the purchase, purchase, leasehold or agricultural purposes (see Important Notice below),
(b) for an original loan, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 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.

4 IMPORTANT NOTICE: Debit, by being out, whatever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor in such case 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 Shreve-Ness Form No. 1105 or equivalent; if this instrument is NOT to be a first lien, use Shreve-Ness Form No. 1206, or equivalent. If compliance with the Act not required, disregard this notice.

(If the nature of the above is a loan, itemize the name of the lender(s) and the amount.)

(CR) \$1,600

STATE OF OREGON,

County of Klamath

September 26, 19 78

Personally appeared the above named
Gary L. Renne, Lester Roostool
and Martin D. Alter

and acknowledged said foregoing instru-

ment as his voluntary act and deed.

Notary Public for Oregon

My commission expires: 2/1/81

STATE OF OREGON, County of _____ ss.

, 19 _____

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

_____, 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 be-
half 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)

REQUEST FOR FULL RECONVEYANCE

To be used only where 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 payment of a maturity, to cancel all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the premises here bound by said trust deed. Mail return receipt and documents to _____

DATED _____

, 19 _____

Beneficiary

This has been reviewed by the Board of the State of Oregon which is correct. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(SECTION NO. 811)

RECORDING FEE \$10.00 (SEE NOTE ON REVERSE SIDE)

Grantor

SPACE RESERVED

FOR

RECORDING FEE

Beneficiary

NEVER RECONVEYANCE RETURN TO

STATE OF OREGON

County of _____ ss.

I certify that the within instru-
ment 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.

By _____ Title

Deputy

21365

PARCEL 1

A tract of land situated in the NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a corner monument at the intersection of Hilyard Avenue and Washburn Way marking the Northwest corner of said Section 10; thence East along the North line of Section 10, 60 feet; thence South 13 feet to the intersection of the Easterly line of Washburn Way with the South line of Hilyard Avenue and the true point of beginning of this description; thence South 00° 23' 35" East 564.57 feet to a point; thence East 758.53 feet to a point South 00° 26' 25" West of a point on the South line of the aforementioned Hilyard Avenue; thence North 00° 12' 25" East 558.18 feet to a point on the South line of Hilyard Avenue; thence North 39° 32' 15" West along the South line of Hilyard Avenue 101.11 feet to the point of beginning.

PARCEL 2

A tract of land situated in the NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of Hilyard Avenue, 567.74 feet East of the intersection of the South line of Hilyard Avenue and the East line of Washburn Way; thence South 00° 26' 25" West 907.59 feet to a point; thence East 100.40 feet to a point; thence Northerly along the Easterly line of the Willamette Northern Railroad to a point on the South line of Hilyard Avenue; thence West 300.41 feet to the point of beginning.

PARCEL 3

A tract of land situated in the NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of Hilyard Avenue, 567.74 feet East of the intersection of the South line of Hilyard Avenue and the East line of Washburn Way; thence South 00° 26' 25" West 907.59 feet to a point; thence East 100.40 feet to a point; thence Northerly along the Easterly line of the Willamette Northern Railroad to a point on the South line of Hilyard Avenue; thence West 300.41 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

on the 26th day of Sept. 1978 at 3:59 P. M., and

is recorded in Vol. 1078 of Mortgages on Page 21363

W. D. MILNE, County Clerk

By Burchard & Bitch

Fee \$ 9.00