STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Transamerica Title Co.

this 19th day of May A.D. 1971 at 10:41 o'clock A.M., and duly recorded in Vol. M71, on Page 4349

of Deeds

WM. D. MINF, County Clerk

By Lorraine Mitchell Deputy

Fee $3.00

FORM No. 105—Warranty Deed (Individual or Corporation).

and and wife

hereinafter called grantor, convey(s) to

all that real property situated in the County

gation District.

n Improvement District.

ook M-70 @ page 6187,

ing to Plat Lands within

t District.

1967, recorded February

ge 986, in favor of Short

urposes over this and

08, recorded April 29,

n favor of the United

ide

y free of all encumbrances except

reverse side

lly claim the same, except as shown above.

.00

9

P. SUMNER

SUMNER

9 personally appeared the above named

and acknowledged the foregoing

DONNA K. RICK
NOTARY PUBLIC-OREGON
My Commission Expires

for Oregon

n expires:

isting against the property to which the

ume

ing. "However, the actual consideration

mised which is part of the the whole

) ss.

within instrument was received for record

day of 19

and recorded in book

ecords of Deeds of said County

and seal of County affixed

Title

Deputy

FLB Loan H-179003-9

K DEED OF TRUST

of June 1979

Tompkins, husband and wife

, Grantor,

OR 97601

ica Title Insurance Company

amath Falls, OR 97601

and THE FEDERAL LAND BANK OF SPOKANE, a

ane, Washington 99204

nts, sells and conveys to Trustee in Trust, with power of sale,

Klamath

generally accepted as the South line
of the Willamette Meridian, from
r of Section 24, Township 39 South,
.6 feet distant; thence continuing
6'50" West, 674.9 feet; thence North
50" East, 674.9 feet; thence South
nning.

purposes over and across a strip of
ntiguous with the Easterly boundary

land situate in the N½NE¼ of
the Willamette Meridian, more
at a point on the North line of Section
er thereof; thence South 0°27' East
; thence North 89°33' East along the
t; thence North 0°27' West to a point
st along the North line of Section 25;

Vol. M79 Page 14353

FLB Loan H-179003-9

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June, 1979

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Grantor

97601

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thence North 89°33' East along the
thence North 0°27' West to a point
t along the North line of Section 25;

privileges and appurtenances, including private roads, now or hereafter
scribed premises, and all plumbing, lighting, heating, cooling, ventilating,
ures now or hereafter belonging to or used in connection with the above
be appurtenant to said land, and together with all waters and water rights
nd all ditches or other conduits, rights therein and rights of way therefor,
remises or any part thereof, or used in connection therewith.

acres in area. If located in the State of Washington, it is not
ocated in the State of Oregon it is not currently used for agricultural,

rmance of the covenants and agreements hereinafter contained, and the
ote, made by the Grantor to the order of the Beneficiary, of even date
with interest as provided for in said note, being payable in
the first day of July 2004

OF TRUST AND FOR OTHER PURPOSES, GRANTOR COVENANTS

es, in fee simple, has good right and lawful authority to convey the same,
each of Grantors will warrant and defend the same forever against the
and this covenant shall not be extinguished by any foreclosure hereof, but

s now or hereafter existing on said premises in good repair; to complete
y building, structure or improvement in progress, any improvements to
remodeling for which the loan hereby secured was granted in whole or in
or demolishment of any building thereon; to restore promptly in a good
ovement thereon which may be damaged or destroyed; to comply with all
estrictions affecting the property and its use; not to use or permit the use
ose; not to cut or permit the cutting of timber from said premises except
in good and husbandlike manner, using approved methods of preserving
ds properly irrigated, cultivated, sprayed, pruned and cared for; not to
; and to do all acts or things necessary to preserve all water rights now or
premises.

erected continuously insured against loss or damge by fire and such other
panies and in such amounts as shall be satisfactory to the Beneficiary; to
n due; to deposit with the Beneficiary upon request all insurance policies
f all premiums and charges affecting said policies; and that all insurance
in case of loss, to the Beneficiary, with a loss payable clause in favor of
ll be entitled to receive the proceeds of any loss under any such policy
tedness hereby secured in such manner as it may elect.

eby secured, Grantors authorize Beneficiary, at its option, to pay real
the premises. Beneficiary may elect to pay or not to pay taxes and
ne payments upon the debt hereby secured or making the payments, or
eficiary shall constitute an election by Beneficiary to pay taxes and
by it for taxes and assessments to the note balance at the time payment
n the note and to be secured by this deed of trust. After any payment of
eneficiary's election to pay taxes and assessments if given in advance of
with the next installment and thereafter on the first day of each month,
ncipal and interest under the terms of the note secured hereby, an amount
and special assessments as estimated by Beneficiary, which additional sums
nal payments shall continue until any subsequent election of Beneficiary

thereof is not paid within ten (10) days commencing with the date it is
to pay a late charge of two percent of the installment to cover the extra

ents and other charges upon said premises, all assessments upon water
or water appurtenant to or used in connection with said property; and to
premises which is superior to this deed of trust.

ceeding purporting to affect the lien or security hereof or the rights or
suit to foreclose this deed of trust as a mortgage or in any suit which
nd to effect or protect the security hereof; to pay all costs and expenses
ing records and abstracting or insuring the title and reasonable attorney's
of trust.

st including the expenses of Beneficiary or Trustee incurred in enforcing
searching records and abstracting or insuring the title, and reasonable
ns provided by law, such sums to be secured by this deed of trust.

t in any of the covenants or agreements herein contained, then the
btedness hereby secured due and payable or not) may, at its option,
es made by the Beneficiary in so doing, together with interest and costs,
demand, shall be secured by this deed of trust and shall draw interest
to time in effect for this loan, plus two per cent per annum, and after
ed hereby.

...the Beneficiary shall be entitled at its option to ...aining portion, to be applied by the Beneficiary upon ...

...release any person liable for payment of any of the ...my of the indebtedness.

...may at any time and from time to time and without ...

...of trust or lien or charge thereof;

...without warranty, the property then held hereunder ...upon surrender of this deed of trust and said note for ...ch reconveyance may be described as "the person or ...

...neficiary shall have the right forthwith to enter into and ...issues and profits thereof, and apply the same, less ...the Beneficiary shall have the right to the appointment ...nts, issues and profits of said premises after default are ...dness herein described. The entering upon and taking ...s, or the proceeds of fire or other insurance policies or ...release thereof as aforesaid, shall not cure or waive any ...o such notice.

...ch of any of the covenants or agreements hereof, or if ...the whole or any portion of said loan shall be expended ...except by the written permission of the Beneficiary, ...ction of the Beneficiary, become immediately due and ...on in any one or more instances shall not be considered ...n or during the continuance of the same or any other ...this deed of trust as a mortgage in the manner provided ...this deed of trust by notice and sale.

...power of sale hereunder shall be exercised by Trustee ...reafter amended of the State or States in which property ...ust Trustee shall deliver to the purchaser at sale its deed, ...reds or permitted by law for the benefit of said purchaser ...deducting all costs and expenses of the sale, including ...hing records and abstracting or insuring the title, Trustee ...er the terms hereof not then repaid with accrued interest ...other sums then secured hereunder; and the remainder if ...provided by law.

...Grantor agrees peaceably to surrender possession of the ...y been delivered and to pay Beneficiary the costs and ...tuted by Beneficiary to obtain possession of the premises ...through or under Grantor.

...cknowledged, is made a public record as provided by law. ...essor trustee shall succeed to all of the powers and duties ...trustee shall not be required. Trustee is not obligated to ...of any action or proceeding in which Grantor, Trustee or ...y the Trustee.

...l parties hereto, their heirs, devisees, legatees, executors, ...he holder and owner of the note secured hereby, or if the ...neficiary herein.

...and be synonymous with the terms "trust indenture," and ...e and be synonymous with the term "trustor," as used in ...f is situate.

...ed and delivered under and in accordance with the Farm ...nd the regulations of the Farm Credit Administration and ...re made a part hereof the same as if set out in full herein.

...default and a copy of any notice of sale hereunder be

...d in whole or in part for the ...the acquisition cost of said land.