

WARRANTY DEED

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70597

KNOW ALL MEN BY THESE PRESENTS, That Nealy L. Vinson, Willard R. Brookshire and Leo Vinson

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Roger W. Phillips, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 6 Block 4, North Beaver Marsh Addition;
Subject to:

1. Conditions and recitals, including the terms and provisions thereof, as set out in that certain deed to State of Oregon, by and through its State Highway Commission, recorded December 10, 1954, in Volume 271 at page 112, Deed Records of Klamath County, Oregon

2. Conditions and restrictions, including the terms and provisions thereof, as set forth in that certain lease between the United States of America, recorded December 4, 1952 in Volume 256 at page 128, Deed Records of Klamath County, Oregon.

3. Reservations, including the terms and provisions thereof, as to set back lines and utility easements set out on the plat and in the dedication of North Beaver Marsh Addition.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1,500.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 16 day of July, 19 79; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Klamath

July 16, 19 79

Personally appeared the above named Nealy L. Vinson, Willard R. Brookshire and Leo Vinson

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7-30-81

STATE OF OREGON, County of _____, 19 _____ ss.

Personally appeared _____ and

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.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 16th day of July, 19 79, at 9:35 o'clock A.M., and recorded in book 779 on page 16666 or as file/reel number 70597.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Wm. D. Milne

By _____ Recording Officer
Deputy

Fee \$3.00

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Roger W. Phillips
St. Rt. Box 63
Chemult, Ore. 97731

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Same as above

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

NYC-8070

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RECORDING REQUESTED BY

DE03

AND WHEN RECORDED MAIL TO

NAME Livermore Production Credit Assn.
 STREET ADDRESS PO Box 752
Livermore, CA 94550
 CITY STATE ZIP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST, made April 24, 1979, between Ernest W. Tosti and Tama Tosti,
husband and wife, as Grantor,

and LIVERMORE PRODUCTION CREDIT ASSOCIATION, a corporation, having its principal place
 of business in Livermore, California, as Trustee, and Livermore
 PRODUCTION CREDIT ASSOCIATION, a corporation existing and operating under the provisions of Title II of the Farm Credit
 Act of 1971, and amendments thereto, Beneficiary.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms unto said Trustee, with power of sale the following
 described real property situate in the County of Klamath State of Oregon
 To-wit:

That portion of the NW 1/4 NW 1/4 of Section 29. Township 39
 South, Range 9 East of the Willamette Meridian, Klamath County,
 Oregon, described as follows:

Beginning at a point 40 feet South and 521 feet East of the
 Northwest corner of the Northwest quarter of the Northwest quarter
 Section 29, Township 39 South, Range 9 East of the Willamette
 Meridian; thence East 799 feet; thence South 1280 feet to the
 South line of the Northwest quarter of the Northwest quarter
 of Section 29, Township 39 South, Range 9 East of the
 Willamette Meridian; thence West 799 feet along said line;
 thence North 1280 feet to the point of beginning.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands
 and for domestic stock watering uses, including ditches, laterals, conduits, and rights of way used to convey such water or to drain
 said land, all of which rights are hereby made appurtenant to said land, and all pumping plants now or hereafter used in connection
 therewith and all wind machines used on said land, which pumping plants and wind machines are hereby declared to be fixtures;
 all grazing leases, permits, and licenses used with said land; all tenements, hereditaments, easements, rights of way and appurtenances
 to said land; and all rents, issues and profits of said land with the right, but not the obligation, to collect the same, which right may
 be exercised by the Beneficiary while in or out of possession and either prior to or after any default by the Grantor.

10002

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agreements herein expressed, to-wit:

This Deed of Trust is given for the purpose of securing the payment of: (A) All indebtedness evidenced by a promissory note executed by Grantor prior to or concurrently herewith, payable to Beneficiary in the sum of \$ 43,424.00; (B) All existing and future indebtedness owed by Grantor to Beneficiary evidenced by a promissory note, guaranty, or otherwise; (C) All additional sums and future advances which Beneficiary at its option may hereafter lend to or on behalf of the ~~Beneficiary~~ ^{Grantor} including the additional parties named immediately below; (D) All interest accrued on indebtedness secured hereby at the rate established under the Beneficiary's interest rate program including any variable interest rate provision which increases or decreases said rate from time to time pursuant to authority granted in the Farm Credit Act of 1971, and amendments thereto; (E) All substitute notes, renewals, reamortizations, and extensions of indebtedness secured by this Deed of Trust; (F) All other obligations of Grantor under this document, the promissory note(s) evidencing the indebtedness secured hereby and any loan document executed by Grantor in favor of Beneficiary. The term "Grantor", as used in this Deed of Trust to refer to the indebtedness, loan, or obligations being secured, means and includes any or all of the parties named as Grantor or the following additional parties:

Advances made by the Beneficiary after discount or assignment of this Deed of Trust shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assigned.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royalties and other revenue from all present and future oil, gas, and mineral leases, rights and operations affecting said premises, and all money payable to Grantor in the event of cancellation of any grazing leases, permits, or licenses used with said land.

Grantor hereby covenants and agrees that:

(1) Grantor will pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county, city or other authority upon the property hereby conveyed and said Grantor agrees that said Beneficiary may pay such taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with interest at the same rate in effect for Grantor's loan and this Deed of Trust shall be security for all sums so paid by the Beneficiary, together with interest thereon, and the Beneficiary shall be the sole judge of the legality or validity of such taxes, assessments or liens;

(2) Grantor will comply with the Farm Credit Act of 1971 and amendments thereto; will pay, when due and payable, all obligations secured by judgment or other liens against said property; will, at Grantor's expense: (a) forever warrant and defend title to said security; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; and (d) maintain fire insurance on the improvements as required by Beneficiary;

(3) Upon default or breach of any debt or obligation secured hereby Beneficiary may: (a) take possession of said premises with all rights of mortgagee in possession or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, have the power of sale exercised in accordance with law then in force; (c) have the security sold in one parcel; (d) purchase at any Trustee's sale;

(4) Beneficiary may: (a) change any Trustee by certificate referring specifically to any deed of trust or referring in general terms to all deeds of trust held by Beneficiary, which upon recordation shall be conclusive proof of a proper substitution of the successor, and such new Trustee shall have all the estate, powers and duties of said Trustee predecessor without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, and appear in any condemnation or bankruptcy proceeding, affecting the security or lien, incur necessary costs, expenses and attorney fees therefor, and advance money for payment thereof and of all Grantor's obligations incurred hereunder, which, together with interest at the same rate in effect for Grantor's loan, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Beneficiary;

(5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and consent to easements; (b) upon full payment reconvey, without warranty, to "the person or persons legally entitled thereto" and such reconveyance shall be at the cost and expense of such person; (c) postpone sales by proclamation at time and place of sale; (d) apply sale proceeds to expenses thereof, attorney fees, title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. Recitals in full and in partial reconveyances; and in any trustee's deed shall be conclusive;

(6) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security or any release from personal liability shall not affect the personal liability of any person not specifically released, nor the lien of this Deed of Trust upon the remainder of said premises for the full amount of said indebtedness then remaining;

(7) Each Grantor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors, and assigns of each Grantor;

Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at his address herein set forth.

Address 3138 Miller Island Road
Klamath Falls, Oregon 97601

x Ernest W. Tosti
Ernest W. Tosti

3138 Miller Island Road
Klamath Falls, Oregon 97601

x Tama Tosti
Tama Tosti

State of Oregon
County of Klamath

On April 27, 1979 before me, the undersigned Notary Public in and for said County and State, personally appeared Ernest W. Tosti and Tama Tosti

known to me to be the person(s) described in and whose name(s) are subscribed to the within instrument, and acknowledged to me that are executed the same.
My commission expires: Oct 12, 1982

LEONA M. HUFFMAN
LEONA M. HUFFMAN
NOTARY PUBLIC - OREGON
My Commission Expires 10/12/82

16669

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 16th day of July A. D. 1979 at 10:44 o'clock AM., and

July recorded in Vol. 1879, of Mortgages on Page 16667

W. D. MILNE, County Clerk

Fee \$9.00

Bernice H. Hetch