SECOND THIS TRUST DEED, made this SUSAN K. LONG

12 day of December

. , 19. 79_{, between}

as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY
PATRICK B. HAMMONS, JOHN D. HAMMONS, and JOHN M. HAMMONS, each as to an as Beneficiary,

TRUST DEED

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Avenue; thence Southeasterly along the line parallel to Oregon Avenue 3 feet; thence Southwesterly parallel with the line between Lots 13 and 14 of said Block to Northeasterly line of Oregon Avenue; thence Northwesterly along the line of Oregon Avenue 33 feet to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of granupr herein contained and payment of the sum of Sixteen thousand one hundred fifty-nine and no/100-in contained and payment of the note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. The date of maturity of the ueof secured by this indicates and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

The date of maturity of the delts secured by this instrument is the date, stated above, on which the final installment of said note that the stated above, on which the final installment of said note above the analysis of the stated above, on which the final installment of said note above the analysis of the stated and papeling to the state of the state of the state of the state of the stated and the state of the state

desire of the trut cour game, pellate court shall adjudge travanable as the benchmay's of trusters after new's lees on which appeal.

It is mutually agreed that:

3. In the event that any portion of all of said property shall be taken right, if its oelects, to require that all or any portion of the monies parable as compensation for such taking, which or any portion of the monies parable as compensation for such taking, which or any portion of the monies parable as parable of the parable of the monies parable as compensation for such taking, which or a received the monies parable in pay all reasonable costs, expenses and attorney's lees necessarily paid or morned by gantor in such proceedings, and attorney's lees necessarily paid or morned by benchmars and substitutes shall be paid to benchmars and substitution shall be more secured hereby, and gamtor agrees of the supplied upon the indebtedness and expendence, and the balance applied upon the indebtedness said dates conferred upon any travelence to the successor truster eventual hereby, and gamtor agrees at a lower expense, to take such actions persuasion, promptly upon beneficiary in obtaining such conferred to the property in situated, persuasion, promptly upon beneficiary in obtaining such conferred to the county of counting release to this trust deed on the outer of the payment of the indebtedness, truster may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in the order of their priority and (4) the surples as their interests may appear in

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. This Trust Deed is second or junior to a Trust Deed with Klamath First Federal Savings and Loan Assoc., Dated October 26, 1978, Recorded October 26, 1978, Recorded October 26, and that he will warrant and forever defend the same against all persons whomsoever.

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 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 leminine 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.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or 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 Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)

SUSAN K.LONG K. Long

STATE OF OREGON,

December 12

, 19 79

Personally appeared the above named Susan K. Long

STATE OF OREGON, County of

Personally appeared

who, each being first

duly sworn, did say that the former is the president and that the latter is the

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the 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 Before me:

and acknowledges the toregoing instruher duntary act and deed. Before me

(OFFICIAL SEAL)

m Votary PLOONNI PICE TICK

LONGLAND PUBLIC DRECTO

Commission Expires

Notary Public for Oregon My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

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 herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED:

, 19

Beneficiary

less or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.

TRUST DEED

(FORM No. 881-1) STEVENS.NESS LAW PUR. CO., PORTLAND, GRE.

Susan K. Long

Grantor

Beneficiary

Patrick B. Hammons John D. Hammons John M. Hammons

RECORDER'S USE

AFTER RECORDING RETURN TO Transamerica Title 600 Main Street Klamath Falls, OR 97601 Attent: Donna Mateson

SPACE RESERVED FOR

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 26th day of December 1979 at 3:27 o'clock P.M., and recorded in book 1179 on page 29502 or as file/reel number 78604

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

Wm. D. Milne

County Clerk By Denetha A Letsch Deputy

Fee \$7.00