

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

See Exhibit "A" attached hereto and by this reference incorporated herein.

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)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 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.

* 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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,)
County of Deschutes) ss.

February 14, 19 80

Personally appeared the above named

B. D. Best and Juanita A. Best

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 5-22-83

B. D. Best

Juanita A. Best

STATE OF OREGON, County of) ss.

Personally appeared and

who, each being first duly sworn, 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 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 and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

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. 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

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

B. D. & Juanita A. Best

Grantor

Thomas G. & Carol E. Scott

Beneficiary

AFTER RECORDING RETURN TO

Key Escrow Co.
145 Revere Ave.
Bend, Ore. 97701

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/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

SUBJECT TO the following exceptions:

1. Restrictions as contained in plat dedication, to wit:

"Subject to: A 25 foot building setback line along the front of all lots and a 20 foot building setback line along side street lines; a 16 foot public utility easement centered on the back lot lines to provide ingress and egress for construction and maintenance of said utilities, any planting or structures placed thereon by the lot owners to be at his own risk; the Bonneville Power Administration Transmission line, as shown on the annexed map is subject to all restrictions and rights as recorded in Deed Volume 250, page 282, Deed Records of Klamath County, Oregon; additional restrictions provided in any recorded protective covenants."

2. An easement created by instrument, including the terms and provisions thereof, recorded October 9, 1951 in Volume 250, page 282, Deed Records of Klamath County, Oregon, in favor of United States of America for transmission line. (blanket easement)

3. Articles of Association, imposed by instrument, including the terms and provisions thereof, recorded September 19, 1972 in Volume M72, page 10581, Microfilm Records of Klamath County, Oregon.

4. Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded September 19, 1972 in Volume M72, page 10585, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.
this 26th day of February A. D. 1980 at 11:40 o'clock A M., on
fully recorded in Vol. M80, of Mortgages on Page 3701

Wm D. MILNE, County Clerk

By Bernard J. DeLoach

Fee \$10.50