



5875  
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.

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 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.)

Richard N. Emard  
Richard N. Emard, partner  
Jim N. Emard  
Jim Emard, partner  
Ross M. Epperson  
Ross M. Epperson, partner

STATE OF OREGON.

(ORS 93.190)

County of Klamath } ss.  
March 28, 1980

Personally appeared the above named  
Richard N. Emard, Jim Emard,  
and Ross M. Epperson

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19 \_\_\_\_

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:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7-16-83

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. 881-1)

STEVENS NESS LAW PUBL CO., PORTLAND, ORE.

Richard N. Emard, Jim

Emard, & Ross M. Epperson

Grantor

Bradford W. Kalita

Beneficiary

AFTER RECORDING RETURN TO

Winema Real Estate  
P.O. Box 376  
Chiloquin, Ore. 97624

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

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

## EXHIBIT A

5876

thence North  $00^{\circ} 31' 52''$  East 200.00 feet to a point;  
 thence Westerly parallel to the East-West centerline  
 of said Section 1, 66.00 feet to the Section Line  
 common to said Sections 1 and 2;  
 thence South  $89^{\circ} 07' 05''$  West 169.65 feet to a point  
 on the Easterly right of way line of the Chiloquin  
 Ridge Road;  
 thence South  $00^{\circ} 42' 52''$  West 200.02 feet along said  
 right of way line to a point;  
 thence North  $89^{\circ} 07' 05''$  East 170.29 feet to the point  
 of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.this 23rd day of March A. D. 1930 at 3:15 o'clock P. M., andduly recorded in Vol. 1180, of Mortgages on Page 5374

Wm D. MILNE, County Clerk

By Bernetha Hellock

Fee \$10.50