

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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. Except Mortgage recorded July 20, 1979 in Book M-79 at Page 17213 and Mortgage recorded July 20, 1979 in Book M-79 at Page 17215, Trust Deed recorded February 3, 1981, in Book M-81 at Page 1565, all of which are the Grantors and that he will warrant and forever defend the same against all persons whomsoever. responsibility

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 the 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 Z, the 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.)

STATE OF OREGON,

(ORS 93.490)

County of Klamath ss.

Personally appeared the above named Bert A Spracht

& W. Leanne Spracht

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

Before me:

(OFFICIAL SEAL)

Shandra L. Day
Notary Public for Oregon

My commission expires: 10-24-84

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____

and duly sworn, did say that the former is the _____ who, each being first 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. 881-1)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

17A Donna

020226

SPACE RESERVED FOR RECORDER'S USE

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/tee/tile/instrument/microfilm No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

By _____

TITLE

Deputy

Order No. 38-23095

Exhibit A

1570

DESCRIPTION

A portion of Block 8, EWAUNA HEIGHTS ADDITION and a portion of Lot 6, Block 48 FIRST ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the most Southerly corner of Block 8, EWAUNA HEIGHTS ADDITION TO THE CITY OF KLAMATH FALLS, being in the Northwesterly corner of the intersection of 3rd and Washington Street; thence running Northwesterly along the Easterly line of 3rd Street a distance of 55 feet; thence at right angles running in a Northerly direction a distance of 52.8 feet; thence at right angles and running in a Southeasterly direction and parallel with 3rd Street, a distance of 55 feet to the most Northerly line of Washington Street; thence at right angles and running in a Southwesterly direction and parallel with and along the most Northerly line of Washington Street, a distance of 52.8 feet to the point of beginning, said tract being a plot of land located at the Northerly corner of 3rd and Washington Street, 55 feet in length and 52.8 feet in width.

B.S.
+ W.S.
ALSO: the $W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$ of Section 32, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
IF THIS PROPERTY IS SOLD THEN THIS TRUST DEED MUST BE PAID IN FULL AT THAT TIME,

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 3rd day of February A. D. 19 81 at 11:18 clock A M., and
duly recorded in Vol. M81, of Mortgages on Page 1568.

By Evelyn Bienn, County Clerk

Fee \$10.50