



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 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. 1302 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,

County of *Klamath*

Personally appeared the above named

*James R. Randal*

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: *7/13/85*

(ORS 93.493)

STATE OF OREGON, County of

Personally appeared

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.

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:

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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 FIRM, P.C., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

STATE OF OREGON,

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 as document fee file instrument microfilm No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By

Deputy

## DESCRIPTION

A parcel of land situated in Lot 2 of Block 3 of TRACT 1080, WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a 2" iron pipe on the West line of said Lot 2, from which the North-west corner of said Lot 2 bears North  $00^{\circ} 03' 30''$  East 314.74 feet; thence North  $00^{\circ} 03' 30''$  East along said West line 112.50 feet; thence South  $89^{\circ} 56' 30''$  East, 400.00 feet to the East line of said Lot 2; thence South  $00^{\circ} 03' 30''$  West along said East line, 112.50 feet to a 2" iron pipe; thence North  $89^{\circ} 56' 30''$  West 400 feet to the point of beginning.

TOGETHER WITH a perpetual non-exclusive easement for drainage and installation of utilities along and upon a 10 foot strip of land measured at right angles to and parallel with the Easterly and Northerly lines of said Lot 2, said lines being described as follows: Beginning at a point South  $00^{\circ} 03' 30''$  West 314.74 feet from the North-east corner of said Lot 2; thence South  $00^{\circ} 03' 30''$  West 285.00 feet; thence South  $89^{\circ} 56' 30''$  East 84.91 feet.

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Find for record

This 31st day of January A.D. 1983 at 3:11 P.M.

filed for record in 1983 of Mortgages on page 1643

By Everlynn Diehn County Clerk

Fee \$12.00