

SN

24443

TRUST DEED

Vol. 1483 Page 9098

THIS TRUST DEED, made this 3
Anthony Land & Livestock, Inc.
Neal G. Buchanan

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

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

which said described real property does not exceed three acres, 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 grantor herein contained and payment of the sum of THREE THOUSAND AND NO/100s (\$3,000.00) _____

thereon according to the terms of a promissory note of even date herewith _____

final payment of principal and interest _____

upon sale of the property secured hereby, if not sooner paid, to be due and payable November 13, 1984 or

[illegible]

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

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, or a savings and loan association authorized to do business under the laws of Oregon or the United States, or a title insurance company authorized to do business in the State of Oregon, or a title insurance company authorized to do business in the State of Oregon, or a title insurance company authorized to do business in the State of Oregon.

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, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note 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.)

(ORS 93.490)

STATE OF OREGON,

County of KLAMATH

MAY 31, 1983
 Personally appeared the above named

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

Before me:
 (OFFICIAL SEAL)

Notary Public for Oregon
 My commission expires:

STATE OF OREGON, County of Klamath) ss.
May 31, 1983

Personally appeared Robert Anthony and
 each for himself, and not one for the other, did say that the former is the
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 said instrument was signed and sealed in be-
 half 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: 4-1-84

(OFFICIAL SEAL)

TRUST DEED

(FORM NO. 881)

ANTHONY LAND & LIVESTOCK, INC.

Grantor

WOLFGANG F. KETTENBURG &

CAREN KETTENBURG, husband
 & wife

Beneficiary

STATE OF OREGON

County of

I certify that the within instru-
 ment was received for record on the
 day of May, 1983,
 at 5 o'clock P.M. and recorded
 in book on page or as
 filing fee number Rec-
 ord of Mortgages of said County.

Witness my hand and seal of
 County affixed.

Title

Deputy

By

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

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

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.

A parcel of land situated in the South half of Section 13, Township 37 South, Range 8 East of the Willamette Meridian, in the County of Klamath State of Oregon, being more particularly described as follows:

Beginning at a $\frac{1}{4}$ inch iron rod from which the Brass Cap Section Corner common to Sections 13 and 37 of Township 37 S. R. 8 and Sections 18 and 19 of Township 37 S. R. 9 E.W.M. bears South $49^{\circ}50'12''$ East, 2347.98 feet thence South $03^{\circ}08'03''$ West, 1086.90 feet to a $\frac{1}{4}$ inch iron rod on the Northerly right of way line of the Algoma County Road; thence along the Northerly right of way line of the Algoma County Road as follows: South $82^{\circ}28'41''$ West, 121.44 feet to a $\frac{1}{4}$ inch iron rod; thence South $82^{\circ}28'41''$ West, 207.89 feet to a $\frac{1}{4}$ inch iron rod; thence along the arc of a curve to the left 232.56 feet (central angle $11^{\circ}19'53''$, radius 1175.92 feet, chord bears South $76^{\circ}48'45''$ West, 232.18 feet) to a $\frac{1}{4}$ inch iron rod; thence South $71^{\circ}08'48''$ West, 84.59 feet to a $\frac{1}{4}$ inch iron rod; thence along the arc of a curve to the right 227.32 feet (central angle $39^{\circ}41'45''$, radius 328.10 feet, chord bears North $89^{\circ}00'20''$ West, 222.80 feet) to a $\frac{1}{4}$ inch iron rod; thence North $69^{\circ}09'27''$ West, 662.86 feet to a $\frac{1}{4}$ inch iron rod at the intersection with the Easterly right of way line of U.S. Highway 97; thence leaving said Northerly right of way line North $17^{\circ}06'39''$ East, 47.10 feet along the said Easterly right of way line to a $\frac{1}{4}$ inch iron rod; thence continuing along said Easterly right of way line North $17^{\circ}06'39''$ East 8 feet, more or less, to the high water mark of Klamath Lake; thence leaving said Easterly right of way line in a Northeasterly direction along the high water mark of Klamath Lake to a point from which a $\frac{1}{4}$ inch iron rod bears South $89^{\circ}52'06''$ East, 13 feet, more or less; thence leaving the high water mark South $89^{\circ}52'06''$ East, 13 feet, more or less, to a $\frac{1}{4}$ inch iron rod; thence South $89^{\circ}52'06''$ East, 536.63 feet to a $\frac{1}{4}$ inch iron rod; thence South $89^{\circ}52'06''$ East, 119.51 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 9th day of June A.D. 1983 at 4:04'clock P M., and

duly recorded in Vol. M83, of Mortgages on Page 9098.

EVELYN BIEHN, County Clerk

Fee \$12.00

By *[Signature]*

Return to:
Neal E Buchanan
210 N 4. K Falls, OR

"EXHIBIT A"