

26055

After Recording Return 26363

BENJ. FRANKLIN FEDERAL SAVINGS  
AND LOAN ASSOCIATION

Benj. Franklin Plaza  
One S.W. Columbia Street  
Portland, Oregon 97258

DARLENE ROZMAN 370042-1  
TIC 38-26000

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

T/A # M-38-25999-0  
DEED OF TRUST 38-26000

THIS DEED OF TRUST is made this 21st day of July, 1983,  
among the Grantor C. N. RATHBUN AND ROSALEA RATHBUN

HARRY M. HANNA (herein "Borrower"),  
BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Trustee"), and the Beneficiary,  
organized and existing under the laws of the United States of America, whose address is One S.W. Columbia  
Street, Portland, Oregon 97258 (herein "Lender"):

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably  
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the  
County of Klamath, State of Oregon:

A parcel of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 30, Township 34  
South, Range 7 East of the Willamette Meridian, in the County of  
Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod at the Section Corner Common to Sections  
19, 20, 29, 30; thence South 00° 10' 14" East 680.11 feet along the  
East line of Section 30 to a 5/8" iron rod on the Northerly right of  
way line of Oregon State Highway 422; thence South 63° 16' 02" West  
251.92 feet along the Northerly right of way line of said Highway 422  
to a 5/8" iron rod, being the Northwest corner of said parcel, the true  
point of beginning; thence South 63° 16' 02" West 377.72 feet along the  
Northerly right of way line of said Highway 422 to a point of curvature;  
thence continuing along the Northerly right of way of said Highway 422  
70.60 feet along the arc of a 542.96 feet radius curve to the right  
(the long chord bears South 66° 59' 32" West 70.55 feet) to the point of  
tangency; thence South 70° 43' 2" West 138.10 feet continuing along the  
Northerly right of way of said Highway 422 to a 5/8" iron rod; thence  
North 21° 35' 45" West 274.79 feet to a 5/8" iron rod; thence South 88°  
52' 43" East 633.90 feet to the true point of beginning.

THIS DOCUMENT IS BEING RE-RECORDED TO SHOW THE CORRECT TIME OF THE SECOND RECORDING.

which has the address of STAR ROUTE BOX 160-1  
(Street)

CHILOQUIN  
(City)

OREGON 97624  
(State and Zip Code)

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply  
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fix-  
tures now or hereafter attached to the property, all of which, including replacements and additions thereto,  
shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the forego-  
ing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein re-  
ferred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated  
July 21, 1983 (herein "Note"), in the principal sum of TWENTY THOUSAND AND 00/100 - - -

Dollars, with interest thereon, providing for monthly installments,  
of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on  
JULY 1, 2008; the payment of all other sums, with interest thereon, advanced  
in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and  
agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest there-  
on, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend  
generally the title to the Property against all claims and demands, subject to any declarations, easements or  
restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest  
in the Property.

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