

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) 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. 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,
County of CLATSOP } ss.
12/22, 1983.
Personally appeared the above named...

DENNIS M. UTLEY
NANCY S. UTLEY

and acknowledged the foregoing instrument to be... voluntary act and deed.
Before me:
[Signature]
Notary Public for Oregon
My commission expires: 11/23/86

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____

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)

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

Dennis M. Utley
Nancy S. Utley

Grantor

Motor Investment Company

Beneficiary

AFTER RECORDING RETURN TO
Motor Investment Company
531 S. 6th- PO Box 309
Klamath Falls, Ore. 97601

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 fee/file/instru-
ment/microfilm/reception No. _____
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

By _____ NAME _____ TITLE _____
Deputy

21964

EXHIBIT "A"

The following described real property situate in Klamath County, Oregon:

A parcel of land situate in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the West one-fourth corner of said Section 5, thence South 0°06' West along the West boundary of said Section 5, a distance of 185.70 feet to the South boundary of Autumn Avenue; thence North 89°17' East, along the South boundary of Autumn Avenue 1773.18 feet to the Westerly boundary of the Dalles-California Highway and the true point of beginning of this description; thence South 27°37' West along said highway boundary 285 feet, more or less, to the North line of that certain property described in Deed Volume M81 page 20087, Microfilm Records of Klamath County, Oregon, thence West along said North line 150 feet, more or less, to the Northwest corner of that certain property described in Deed Volume M81 page 20087; thence North 5°32' East, 249.83 feet, more or less, to the South boundary of Autumn Avenue, thence North 89°17' East along the South boundary of Autumn Avenue, 256.10 feet to the point of beginning.

The basis of bearing for this description is Survey No. 65 as recorded in the Klamath County Engineers Office.
EXCEPTING THEREFROM that portion conveyed to Klamath County by instrument dated April 24, 1974, recorded May 8, 1974, in Volume M74 page 5737, Microfilm records of Klamath County, Oregon.

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 22nd day of December A.D. 1983
at 3:55 o'clock P M, and duly
recorded in Vol. M83 of Mortgages
page 21962

EVELYN BIEHN, County Clerk
By [Signature] Deputy
Fee \$12.00