

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. 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

19

Personally appeared the above named

(ORS 93.472)

STATE OF OREGON, County of Klamath) ss.
March 17, 19 81

Personally appeared EDWARD C. DORE

XXXX

who, ~~is~~ being first

duly sworn, did say that the former is the

XXXXXXXXXXXXXXXXXXXX General Partner
XXXXXXXXXXXXXXXXXXXX of LAZY RIVER PINES ASSOCIATES

XXXXXXXXXXXXXXXXXXXX and that the latter is the
XXXXXXXXXXXXXXXXXXXX Secretary of LAZY RIVER PINES ASSOCIATES
XXXXXXXXXXXXXXXXXXXX and that the seal of said corporation and that the instrument was signed and
XXXXXXXXXXXXXXXXXXXX and that the seal of said corporation and that the instrument was signed and
XXXXXXXXXXXXXXXXXXXX and that the seal of said corporation and that the instrument was signed and
XXXXXXXXXXXXXXXXXXXX and that the seal of said corporation and that the instrument was signed and

and acknowledged the foregoing instru-
ment to be voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

Before me:

Notary Public for Oregon

My commission expires: 11/16/84

(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)

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

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title
Athena Marlene

STATE OF OREGON,

County of

ss.

I certify that the within instru-
ment was received for record on the
day of , 19 ,

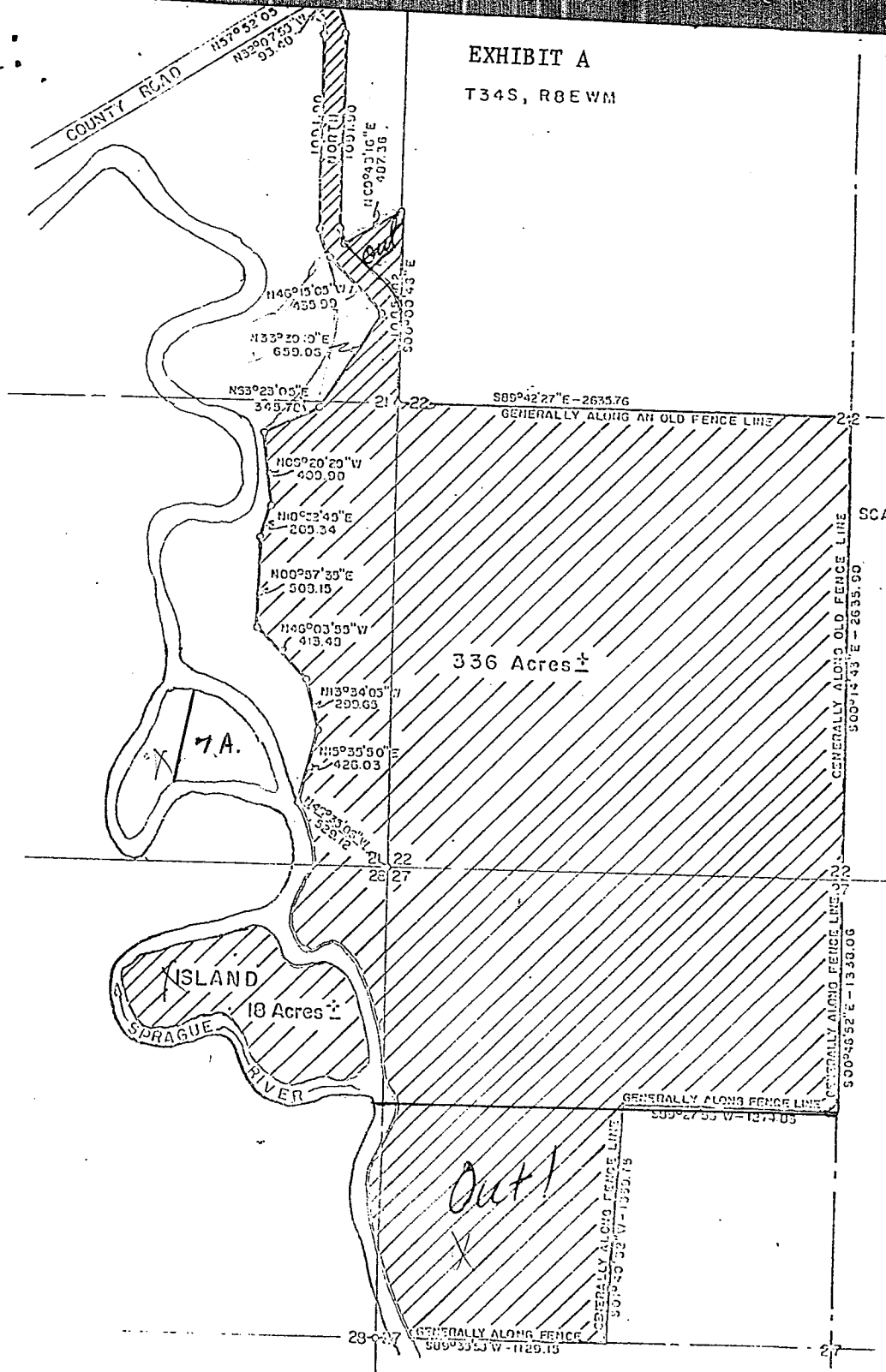
at o'clock M., and record-
ed in book reel volume No. on
page or as document/fee/file/
instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

NAME TITLE
By Deputy

EXHIBIT A
T34S, R8EW

8958



FROM THE OFFICE OF: WESTVOLD & ASSOCIATES
NOV., 1972

ADDENDUM TO NOTE AND TRUST DEED / LOT RELEASES

SPRAGUE RIVER PINES AND FIRST ADDITION TO
SPRAGUE RIVER PINES

BENEFICIARIES IN THIS TRUST DEED AGREE THAT THEY WILL RELEASE LOTS FRONTING ON THE RIVER (LOTS 1 THRU 37, INCLUSIVE IN BLOCK 1 OF SPRAGUE RIVER PINES) AND LOT 6, BLOCK 2, SPRAGUE RIVER PINES, LOT 1, 2, and 12, Block 3, SPRAGUE RIVER PINES, LOTS 1 & 7, BLOCK 4, SPRAGUE RIVER PINES, LOTS 1 & 6, BLOCK 5, SPRAGUE RIVER PINES, AND LOT 2, BLOCK 6, SPRAGUE RIVER PINES IN THE ABOVE-CAPTIONED SUBDIVISIONS, FOR \$8,000.00 EACH, AND ALL OTHER LOTS FOR THE SUM OF \$4,000.00 EACH, BASED UPON PAYMENT IN THE FOLLOWING MATTER:

- 1) CASH, OR
- 2) TEN (10%) PER CENT OF SUCH SUM TO BE PAID TO BENEFICIARIES FROM THE DOWN PAYMENT OF THE ULTIMATE BUYER, THAT IS \$800.00 ON THE LOTS AS SPECIFIED ABOVE AND \$400.00 ON THE OTHER LOTS, TO BE PAID IN CASH ON FINAL CLOSING; AND ASSIGNMENT BY THE GRANTOR HEREIN TO THE BENEFICIARIES HEREIN OF A PORTION OF THE NOTE AND TRUST DEED AGAINST THE RELEASED LOT, TAKEN BACK BY THE GRANTOR FROM THE ULTIMATE BUYER. SAID ASSIGNMENT TO BE IN THE AMOUNT OF/AND PAYABLE:

FOR RIVERFRONT LOTS AND LOTS SPECIFICALLY NUMBERED ABOVE:
\$7,200.00 AND \$72.00 PER MONTH

FOR ALL OTHERS: \$3,600.00 AND \$36.00 PER MONTH

AND TO INCLUDE NINE (9%) PER CENT INTEREST ALL DUE FIFTEEN YEARS FROM CLOSE OF ESCROW.

PAYMENTS FROM THE ULTIMATE BUYER ON SAID NOTES SHALL BE DISTRIBUTED ON THE FOLLOWING BASIS: THE FIRST \$72.00 OR \$36.00, AS THE CASE MAY BE, SHALL BE REMITTED TO THE BENEFICIARIES HEREIN. THE BALANCE TO BE RETAINED BY THE GRANTOR HEREIN.

WITH EACH RELEASE, A CREDIT OF EITHER \$8,000.00 OR \$4,000.00, WILL BE APPLIED TO THE AMOUNT REMAINING UNDER THE ORIGINAL NOTE AND TRUST DEED BETWEEN THE BENEFICIARIES AND GRANTOR HEREIN

ALL LOTS RELEASED SHALL INCLUDE A 1/229TH INTEREST IN AND TO LOT 38, IN BLOCK 1, OF SPRAGUE RIVER PINES AND THE ISLAND ADJACENT TO SPRAGUE RIVER PINES SUBDIVISION (NO PROPER LEGAL AVAILABLE AND UNINSURABLE FOR TITLE INSURANCE PURPOSES.

APPROVED IN ALL RESPECTS THIS 24th DAY OF May, 1984.

Dee M. McGraw
William E. Gumpff
Philip P. Elling

LAZY RIVER PINES ASSOCIATES,
A Limited Partnership

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APPROVED IN ALL RESPECTS THIS 22 DAY OF MAY, 1984.

LAZY RIVER PINES ASSOCIATES,
A Limited Partnership

ADDENDUM TO NOTE AND TRUST DEED / LOT RELEASES -1-

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 29th day of May A.D., 1984 at 4:02 o'clock P M, and duly recorded in Vol. m84, of Mortgages on page 8956.

EVELYN BIEHN, COUNTY CLERK
by: [Signature], Deputy

Fee: \$ 20.00