

TTLEIJKM

16124

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

EXCEPT TRUST DEED DATED SEPTEMBER 12, 1984, IN FAVOR OF AGNES BUNCH, ET AL

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.)

JOHN POST, Personally
[Signature]
JULEE'S SUN BEAR RESORTS, INC.
[Signature]

STATE OF OREGON,)
County of LANE) ss.
9/12, 1984
Personally appeared the above named
JOHN POST

STATE OF OREGON, County of LANE) ss.
9/12, 1984
Personally appeared JOHN POST, who, each being first
duly sworn, did say that he is the President of Julee's Sun/Bear Resorts, Inc.

and acknowledged the foregoing instrument to be a voluntary act and deed.
Before me:
[Signature]
Notary Public for Oregon
My commission expires: 3-9-85

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:
[Signature]
Notary Public for Oregon
My commission expires: 3-9-85

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
Beneficiary
AFTER RECORDING RETURN TO

STATE OF OREGON,) ss.
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 _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.
Witness my hand and seal of County affixed.
By _____ NAME TITLE Deputy

EXHIBIT "A"

DESCRIPTION

PARCEL 1:

A tract of land situated in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway which lies South $19^{\circ} 24'$ East a distance of 649.2 feet from the Southwest corner of Block 8 of Chemult, Oregon, and running thence continuing South $19^{\circ} 24'$ East along the Easterly right of way line of the Dalles-California Highway a distance of 242.4 feet to an iron pin; thence North $70^{\circ} 36'$ East 330 feet to an iron pin on the Westerly right of way line of the S. P. R. R. , which pin is also on the forty line; thence North $20^{\circ} 54'$ West along the Westerly right of way line of the S. P. R. R. , a distance of 242.4 feet to an iron pin; thence South $70^{\circ} 36'$ West a distance of 325.6 feet more or less, to the point of beginning, said tract being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

A tract of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway which lies South $19^{\circ} 24'$ East a distance of 891 feet from the Southwest corner of Block 8 of CHEMULT, Oregon, and running thence; continuing South $19^{\circ} 24'$ East along the Easterly right of way line of the Dalles-California Highway a distance of 176.8 feet and thence following the arc of a $3^{\circ} 4'$ curve to the left a distance of 23.2 feet to an iron pin on the Easterly right of way line of the Dalles-California Highway; thence North $70^{\circ} 36'$ East a distance of 261.5 feet to an iron pin on the forty line; thence North $0^{\circ} 32'$ West along the forty line a distance of 211.4 feet to an iron pin on the Westerly right of way line of the S.P.R.R.; thence South $70^{\circ} 36'$ West a distance of 330 feet more or less to the point of beginning, being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING FROM the above described parcels all mineral rights as reserved by Deeds recorded in Volume 105, page 177 and Volume 135, page 269, Deed Records of Klamath County, Oregon.

Return: Northwest Escrow Inc.
1307 Lincoln Street
Eugene, Oregon 97401

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 18th day of September A.D., 1984 at 2:46 o'clock P M, and duly recorded in Vol. M84, of Mortgages on page 16123

EVELYN BIEHN, COUNTY CLERK

by: Tom Smith, Deputy

Fee: \$ 12.00