

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 conditions, restrictions, reservations and easements of record

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), ~~and not 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 co-signer, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

January 20, 1985

Personally appeared the above named

SHERI ANNE EVON

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 10/5/88

STATE OF OREGON, County of _____ ss.

, 19____

Personally appeared _____ and

who, each being first

duly sworn, did say that the former is 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 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____

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.

SHERI ANNE EVON

Grantor

Theron W. & Mable I. Van Sickle

Beneficiary

AFTER RECORDING RETURN TO

Theron W. Van Sickle
Mable I. Van Sickle
c/o Southern Oregon Mtg Inc
1623 NW Estelle
Roseburg, Oregon 97470

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/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

PROMISSORY NOTE

\$16,000.00

For value received, we, the undersigned, jointly and severally promise to pay in lawful money of the United States of America to the order of Theron W. Van Sickle and Mable I. Van Sickle, husband and wife or the survivor, at Roseburg, Oregon, the sum of sixteen thousand and no/100 dollars with interest thereon at the rate of fifteen and one-half percent per annum until paid; the said interest shall be paid in monthly installments of two hundred six and 67/100 dollars each; the first of such installments shall be paid on or before February 10, 1985, and thereafter on the tenth day of each and every month to and including January 10, 1986, at which time the entire principal balance together with accrued interest thereon and other charges described herein shall be due and payable in full. I/WE UNDERSTAND THAT THIS NOTE IS DUE AND PAYABLE IN FULL January 10, 1986. Provided, however, that if any interest in the real property securing this note is sold, transferred or conveyed, the full balance shall be payable in full. In the event that any payment, including the payment of the entire balance when due is made more than fifteen days after it is due, there shall be a late charge in the amount of five percent of the amount due. Any charge described herein shall be added to the amount due when the entire principal balance is to be paid in full and is not to be considered as principal upon which interest is to be computed. Any payment made prior to the scheduled due date, or any payment made in excess of the scheduled amount due, shall be credited toward the next scheduled installment. Interest shall be calculated on a 365-day calendar year basis. It is expressly agreed that the principal sum plus accrued interest and other charges provided herein shall become due at the option of the holder on the happening of any default hereunder or event by which, under the terms of the trust deed securing this note, the principal sum may or shall become due and payable; also that all of the covenants, conditions and agreements contained in the said trust deed are hereby made a part of this instrument. This loan is made for the business purposes of the undersigned. In the event of litigation or other action to enforce this note, the prevailing party, both in trial and upon appeal, shall be entitled to reasonable attorney fees.

Dated January 10, 1985.

Sheri Anne Evon
Sheri Anne Evon

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

on this 10th day of January A.D. 19 85
at 3:47 o'clock P M, and duly
recorded in Vol. M85 of Mortgages
Page 592

EVELYN BIEHN, County Clerk

By *[Signature]* DeputyFee 13.00

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 21st day of January A.D., 19 85 at 11:46 o'clock A M, and duly recorded in Vol. M85, of Mortgages on page 1191.

EVELYN BIEHN, COUNTY CLERK

by: *[Signature]*, DeputyFee: \$ 13.00