

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 educational or medical purposes for a child or grandchild, or for a similar purpose, or for a commercial purpose other than agricultural purposes.

This deed applies to, insures 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 pledgees, 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-Mess Form No. 1203 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Mess Form No. 1206, 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 KLAMATH)
DECEMBER 27, 19 85) ss.

Personally appeared the above named
SAM POOL AND PEGGY POOL

and acknowledged the foregoing instrument
voluntarily act and deed

Before me,

Notary Public for Oregon

My commission expires 4-17-89

STATE OF OREGON, County of)
19) ss.

Personally appeared

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 obligators 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. 251)
STEVENS-MESS LAW PUB CO PORTLAND ORE

Grantor

Beneficiary

AFTER RECORDING RETURN TO

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.

NAME

TITLE

By

Deputy

EXHIBIT "A"

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, T. 39 S., R. 9 E.W.M., Klamath County, Oregon, and being a portion of vacated Block 16 and Birch Street, Ewauna Park Subdivision, more particularly described as follows:

Beginning at a point on the centerline of vacated Birch Street, from which the center quarter corner of said Section 9 bears N 33°17'23" E 571.15 feet; thence S 19°18' W 25.00 feet to the southerly line of said Birch Street; thence N 70°42' W 191.00 feet, along said southerly line to the easterly right of way line of Tingley Lane (Manzanita Way by said Ewauna Park); thence N 19°18' E along said right of way line, 212.34 feet; thence S 27°54'47" E 69.05 feet; thence S 66°22'22" E 140.73 feet; thence S 19°18' W 129.82 feet to the point of beginning, containing 0.74 acre, with bearings based on said plat of Ewauna Park.

Sam Pool
Peggy Pool

Return to:
South Valley State Bank
P.O. Box 5210
Klamath Falls, Oregon 97601

Attn: Jana Jenkins

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ January _____ A.D. 19 86 at 1:56 o'clock P M., and duly recorded in Vol. 184
of _____ Mortgages _____ on Page 378

FEE \$13.00

Evelyn Biehn, County Clerk
By _____

15/11