

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 for a first mortgage to First Interstate Bank of Portland in the amount of \$8,971.00

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), ~~for any other purpose, or 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. 1303 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.)

Jack T. McCarty
Jack T. McCarty

Eunora Mickie McCarty
Eunora Mickie McCarty

STATE OF OREGON,

County of Blamath } ss.
March 10, 1986

Personally appeared the above named

Jack T. McCarty and
Eunora Mickie McCarty

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

Before me:

(OFFICIAL SEAL)

Robert Terry Blain
Notary Public for Oregon

My commission expires: 5/1/88

STATE OF OREGON, County of Blamath } ss.
March 10, 1986

Personally appeared

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:

Robert Terry Blain
Notary Public for Oregon

My commission expires: 5/2/1988

(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

TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

Allstate Enterprises
20230 Stevenscreek Blvd.
Cupertino, CA 95014
ATTN: Home Equity Unit

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

4371

A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the East boundary of Patterson Street, said point being North 39°55' East a distance of 1345.2 feet and North 0°16' West a distance of 1687.0 feet from the Southwest corner of said Section 36; thence North 89°39½' East parallel with Eberlein Avenue a distance of 125.0 feet; thence North 0°16' West parallel with Patterson Street a distance of 100.0 feet; thence South 89°39½' West parallel with Eberlein Avenue a distance of 125.0 feet to the East boundary of Patterson Street; thence South 0°16' East along the East boundary of Patterson Street, a distance of 100.0 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record all request of _____
of March A.D., 19 86 at 4:18 o'clock P M., and duly recorded in Vol. 14th day
of March Mortgage on Page 4369 M86

FEE \$13.00

Evelyn Biehn,
By _____

County Clerk

John Smith

No Record of
Instrument #

59238

+

No Record of Pages

4372/4373/4374/4375

In Volume 1186

PS