



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.

Buyers herein will be responsible for payment of real property taxes, and shall furnish proof of payment to sellers each year, until this Trust Deed is paid in full 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:  
(1) primarily for grantor's personal, family or household purposes (see Important Notice below),  
(2) not for business or commercial 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 singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

**IMPORTANT NOTICE** Where, by taking out, whether or warranty (a) or (b) is not applicable, if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Trust-Lending Act and Regulation Z, the beneficiary must comply with the Act and Regulation Z, including required disclosures for this purpose on Form HUD-1, T-19, or equivalent. If compliance with the Act is not required, disregard this notice.

Michael Thibodeaux

Carol Thibodeaux

STATE OF OREGON,

County of Clatsop

This instrument was acknowledged before me on

3/19, 1981, by

Michael Thibodeaux & Carol

Thibodeaux

Notary Public for Oregon

My commission expires: 5/16/81

STATE OF OREGON,

County of Clatsop

This instrument was acknowledged before me on

19, by

me

of

Notary Public for Oregon

My commission expires:

(SEAL)

**REQUEST FOR FULL RECONVAYANCE**

To be used only when obligations have been paid.

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. I hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or payment to you of any sums secured by said trust deed (which are delivered to you in accordance with said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the entire sum paid by you under the said trust deed and documents to

Beneficiary

To get loan or delivery this Trust Deed OR THE NOTE with a source. Both must be delivered to the trustee for cancellation before reconveyance will be made.

**TRUST DEED**

(Form No. 101)

Approved 1980 LAW 10-2, OR. REV. STAT. 10-2

Michael & Carol Thibodeaux

Grantor

Theodore N. & Dorothy L. Enay

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

20310

STATE OF OREGON,

County of Clatsop

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 1981 32 Deputy

A tract of land situated in Government Lots 17 and 24, Section 28 Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the East line of the SE $\frac{1}{4}$  of said Section 28, as established by Survey No. 146 of the Klamath County Surveyor's Records, said 5/8 inch iron pin being North 1800.00 feet from the Southeast corner of said Section 28, as established by said Survey No. 146; thence continuing North 238.92 feet to a 1/2 inch iron pin; thence West 631.66 feet to a 1/2 inch iron pin on the East line of that tract of land described in Deed Volume 180, page 5100, as recorded in the Klamath County Deed Records; thence, along the Easterly and Northerly line of said Deed, Volume 180, page 5100, South 08°42'03" East 239.77 feet to a 5/8 inch iron pin, and South 89°49'00" East 595.41 feet to the point of beginning, more or less, with Survey No. 3479, as recorded in the office of the Klamath county Surveyor, being the basis of bearings and reference for this description; SUBJECT TO any easements or rights of way of record or apparent.

STATE OF OREGON, COUNTY OF KLAMATH. 13.

Filed for record as request of Ad. B. B. the 19th day of March 1936 at 3:07 o'clock P. M., and duly recorded in Vol. M86 of McIntosh on Page 4573  
By Evelyn Biehn. County Clerk  
R. Smith