

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

This Trust Deed is second and junior to a first Trust Deed in favor of Klamath First Federal Savings & Loan Association, dated April 8, 1986.
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 or household purposes (see Important Notice below).
(b) ~~for an organization; or (even if grantor is a natural person) are 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 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Earl L. Sweet
EARL L. SWEET

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of Klamath

} ss.

This instrument was acknowledged before me on 8/16/88, by Earl L. Sweet

Kimela Spruce
Notary Public for Oregon
My commission expires: 8/16/88

STATE OF OREGON,

County of

} ss.

This instrument was acknowledged before me on 19, by

as

of

Notary Public for Oregon

My commission expires:

(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.

Earl L. Sweet

Grantor

Henry J. Caldwell Jr.
and Deborah L. Caldwell

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY

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

5822

A parcel of land comprised of a portion of Tract 11 of Gienger's Home Tracts and a portion of the vacated alley between Tract 10 and Tract 11 of Gienger's Home Tracts, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin which marks the Southeasterly corner of said Tract 11 and the Western right of way line of Wiard Street; thence North 0°10'18" East along the Westerly right of way line of Wiard Street a distance of 30.00 feet to a 5/8" iron pin and the true point of beginning; thence South 89°51'14" West and parallel to the Southerly line of said Tract 11 a distance of 168.00 feet to a 5/8" iron pin; thence North 0°11'40" East a distance of 70.19 feet to a 5/8" iron pin in the centerline of the alley between said Tract 10 and Tract 11, said alley having been vacated by court order on May 12, 1944 and recorded in Deed Volume 166, page 593 of the Deed Records of Klamath county, Oregon; thence North 89°49'47" East along the centerline of said vacated alley a distance of 167.97 feet to a 5/8" iron pin in the Western right of way line of Wiard Street; thence South 0°10'18" West along the Western right of way line of Wiard Street a distance of 70.26 feet to a 5/8" iron pin and true point of beginning, being Parcel 2 as shown on the Minor Partition 83-83. Said bearings and distances based on said Minor Partition 83-83.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of _____ the _____ 8th day
of April A.D. 19 86 at 3:13 o'clock P M., and duly recorded in Vol. M86
of Mortgages on Page 5820
By Evelyn Biehn, County Clerk [Signature]

FEE \$13.00