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5. To keep said property in as good order and condition as

To Protect the Security of This Deed of Trust, Grantor Agrees. they now are and not to commit or permit any waste thereof,

reasonable wear and tear excepted. To complete or restore promptly and in good work-

manlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees: (a) to commence construction promptly and in any event within

30 days from the date of the commitment of the Department of JU days from the date of the communication of the Department Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary, (b) to allow Beneficiary to inspect said property at all times

(c) to replace any work or materials unsatisfactory to during construction, (c) to replace any work of materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice

from Beneficiary of such fact, which notice may be given to the Grantor by registered mail, sent to his last known address, or by

(d) that work shall not cease on the construction of such personal service of the same, improvements for any reason whatsoever for a period of fifteen (15)

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under beneficiary, setting forth facts showing a default by Grantor u this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon

7. Not to remove or demolish any building or improvement hereunder.

To comply with all laws, ordinances, regulations, covenants, thereon.

conditions, and restrictions affecting said property. To provide and maintain insurance against loss by fire and

7. TO PROVIDE and maintain insurance against ross by me and other hazards, casualties, and contingencies including war damage as may be required from time to time by the Beneficiary in such as may be required from time to time by the beneficiary i amounts and for such periods as may be required by the Beneficiary, with loss payable to the Beneficiary and Grantor, as their interests may appear, and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all

10. To appear in and defend any action or proceeding return premiums. purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all also appear in or occurs any such action or processing, to pay an costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

11. To pay at least 10 days before delinquency all assessments 11. 10 pay at least 10 days before deninquency an assessments and charges upon water company stock, and all rents; assessments and charges for water, appurtenant to or used in connection with said property, to pay, when due, all encumbrances, charges, and liens with

interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and 12. To pay immediately and without demand all sums expended expenses of this Deed of Trust.

hereunder by Beneficiary of Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the

repayment thereof shall be secured hereby. To do all acts atid make all payments required of Grantor and of the owner of the property to make said note and this Deed

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Privilege is reserved to pay the debt in whole, or DARXX

1. Privilege is reserved to pay the deut in white, or diarran SAUJACANANA SAXXABAS BLOKNOSCADDS DAS'S CHARPENDAX NAVARANA JAKAS NA NAA SKARCANAN NA 119 MININ PAR NA INFAR JAKAS ANA SKARCANAN NA 50 MINING AN INSTANCE INFAR JAKAS ANA SKARCANAN NA 50 MINING AN INSTANCE INFAR JAKAS ANA SKARCANAN (1999) INFAR JAKAS AN INSTANCE IN AN INFARMANT (1997) INFAR JAKAS AN INSTANCE IN TAKEN IN A SKARCANAN INFAR JAKAS AN INSTANCE IN TAKEN IN A SKARCANAN INFAR JAKAS AN INSTANCE IN TAKEN IN A SKARCANAN INFAR JAKAS AN INSTANCE IN TAKEN IN A SKARCANAN INFAR JAKAS AN INSTANCE IN TAKEN IN A SKARCANAN INFAR JAKAS AN INFAR JAKAS IN A SKARCANAN INFORMATION IN TAKEN INFAR JAKAS AN INFAR JAKAS IN A SKARCANAN INFORMATION INFORMATION INFORMATION IN TAKEN INFAR JAKAS AN INFAR JAKAS INFORMATION INFORMATION INFORMATION INFORMATION INFORMATION INFORMATION IN A SKARCANAN INFORMATION AND INFORMATION IN A SKARCANAN INFORMATION IN TAKEN INFORMATION INFORMATION INFORMATION IN A SKARCANAN INFORMATION IN TAKEN INFORMATION INFORMATION INFORMATION IN A SKARCANAN INFORMATION IN TAKEN Grantor agrees to pay to Beneficiar;/ in addition to the

Tomation agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payrible under the terms of said note, on the first day of each month until said note is fully

A sum, as estimated by the Beneficiary, equal to the ground paid, the following sums:

(a) a sum, as estimated by the benchmary, equal to the grannu rents, if any, and the taxes and special assessments next due on the rents, it any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies, of fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfectory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all surns already paid therefor an onis and nonces mercion, less an sums aready paid mercion divided by the number of months to ellipse before 1 month prior to the date when such ground rents, pretributs, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and (b) All payments mentioned in the two preceding subsections of

(v) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth: (i) ground rents, if any, taxes, special assessments, fire and other

hazard insurance premiums; (ii) interest on the note secured hereby, and amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, shall, unless made good prior to the due date of the nex such payment, constitute an event of default under this Deed of (111)

Trust.

In the event that any payment or portion there of is not paid within fifteen (15) days from the date of the same is due, Grantor agrees to pay a "late charge" of four cents (4c) for each dollar so

overdue, if charged by Beneficiary. 4. If the total of the payments made by Grantor under (a) of

paragraph 2 preceding shall e cceed the amount of payments paragraph 2 proceeding share every the amount of paym actually made by Beneficiary for ground rents, taxes or actually induce of periodicially for ground tents, takes of assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor, shall be credited on subsequent payments to be made by Grantor, or refunded to the Grantor. If, however, the monthly payments made under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when payment of such ground the deficiency of or before the date when payment or such ground rents, taxes, ussessments, or insurance premiums shall be due. If at tents, taxes, assessments, or insurance premiuns shart or ever a at any time Grantor shall to der 10 Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, redit to the account of Brantor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or the Beneficiary acquires the property otherwise after default. Bedeficiary shall apply, at the time of the otherwise after default, beacherary shan apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note. Page 2 of 4 pages

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of Trust eligible for insurance by Beneficiary under the provisions of I rust engine for insumince by beneficiary under the provisions of the National Housing Act and amendments thereto, and agrees of the National Housing Act and amenaments thereto, and agree not to do, or cause or suffix to be done, any act which will void 1235-117 1964 such insurance during the existence of this Deed of Trust. It is Mutually Agreed that:

I is mutually A greed that: I.4. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficië ry or Trustee, but without as mercin province, then beneficially of a rustee, out without obligation so to do and without notice to or demand upon Grantor and without releasing Granter Grant shingtion barged man and without releasing Grantor from any obligation hereof, may: and without releasing Orantor from any outgation detection may. Make or do the same in such manner and to such extent as either make or no the same in such manner and to such extent as enter may deem necessity to protect the security hereof, Beneficiary or Truster being authorized to obtain the security hereof. Trustee being authorized to enter upon the property for such Purposes; commence, appear it and defend any action or purposes, commence, appear in and detend any action or proceeding purporting to affect the security hereof or the rights or nower of Baneficium or Truckey new Discharge Context of powers of Beneficiary or Truster; p2y. purchase, conlest, or powers of beneficially of france, per, purchase, control, of compromise any encumbrance, change, or lien which in the indement of either appears to be prior or superior berator as judgment of either appears to be prior or superior hereto; and in Judgment of entrer appears to be prior or superior nervice; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it most down therefore exercising any such powers, incur any naturity, expend whatever amounts in its absolute discretion it may deem necessary therefor, amounts in its absolute discretion it may deem necessary direction including costs of evidence of title, employ counsel, and pay his

15. Should the property or any part thereof be taken or 15. Should the property of any part increase or taken of damaged by reason of any public in provement or condemnation by first or taken or in any other. proceeding, or damaged by fire, or earthquake, or in any other proceeding, or usingled by the, or caring dake, or in any other manner, Beneficiary shall be entitled to all compensation, awards and other payments or value therefor, and shall be entitled at its manner, beneficiary shall be entitled to all compensation, award, and other payments or relief therefor, and shall be entitled at its and other phymetris of rener meterior, and shall be entitled at us option to commence, appear in, and prosecute in its own name, any compromise of fattlement in option to commence, appear in, and prosecute in its own name, and action or proceedings, or to make any compromise or settlement, in comparison with such taking or domage. All such commencies action or proceedings, or to make any compromise or settlement connection with such taking or damage: All such compensation, number damages rights of action and proceeds including the awards, damages, rights of action and proceeds, including the awarus, uamages, rights uraction and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may after deducting therefrom all its expenses, including attorney's fees, deducting intervition an its expenses, including autorney's ites, release any moneys so received by it or apply the same on any induced barabic Granter in a source to a source such for indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, award, dantage, and rights of

assignments of any compensation, award, danings, and rig action and proceeds as Beneficiary or Trustee may require. 16. By accepting payment of any sum socured hereby after its in date Repetinion does not waive its richt either to require due date, Beneficiary does not waive its right either to require

prompt payment when due of all other sums so secured or to

17. At any time and from time to time up in written request of Beneficiary, payment of its fees and presentation of this Deed of Beneficiary, payment of its lets and presentation of this letter of Trust and the note for endorsement (in case of full reconveyance, for appaulation and retention) without ofference the list line of a for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Trustee may (a) consent to the making of any map or plat of said property; (b) join in aronting any essement or creating any restriction thurson; (a) granting any easement or creating any restriction thereon; (c) join in one subardination or other agreement effecting this Deed of Braining any case in the constraint of of carries any source of the constraint of th Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property.

The Grantee in any reconveyance may be described as the Person or persons legally entitled thereto, and the recitals therein of any matters or face shall be conclusive proof of the textibilities. person or persons regard entries increto, and the recitais increin of any matters or facts shall be conclusive proof of the truthfulness thereof

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As additional security. Grantor hereby assists to 10. As additional security, trantor nereny assigns to Beneficiary during the continuance of these trusts, all rents issues. Beneticiary quiring the continuance of these trusts, an renty, issues, royalties, and profits of the property affected by this Deed of Trust and of out trusted to the trust t royanies, and promis of the property antered by this reed of arts and of any personal property located thereon. Until Grancor shall default in the maximum of any indebted and formed basely of in the and of any personal property located thereoff. Only Oralisor shall default in the payment of any indebtedness secured hereby or in the performance of any present because of Granter shall be the the performance of any agreement hereunder, Grantor shall have the periormance of any agreement nerennor, Orano, Shan have the right to collect all such rents, issues, royaltics, and profils carned prior to default as they become due and payable.

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19. Upon any default, Beneficiary may at any time without iv, upon any ucadual, ocnericary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without record to the adaptions, of any receiving for nonice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness baseby secured enter those any take measuring of by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon any take posession of said property or any part thereof, in his own name sue for or satu property or any past turreot, in mis own nature site ior of otherwise collect such rents, issues and profits, including those past due and upped, and apply the same lass pasts and avanage of due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon operation and concernon, including reasonable altorney's lees, up any indebtedness secured hereby, and in such order as Beneficiary any indeoleculiess secured neteroy, and in such order as beneficiarian may determine. The entering upon and taking possession of said may uncertainty, the entering upon and taking possession of same property, the collection of such rents, issues and profits and the production thereof as aforestid, shall not ours or waive any defailed. property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default application thereof as atoresaid, shall not cure or waive any detaul or notice of default hereunder or invalidate any act done pursuant to such notice.

20. Upon default by Grantor in payment of any indebtedness 20. Upon actaun oy Orantor in payment of any inucorcultural secured hereby or in performance of any agreement hereunder, or should this Deed and said note not be alimible for incurance under secured nerepy or in performance of any agreement nereducer, or should this Deed and said note not be eligible for insurance under the National Housing Act within the National Housing Act within the date hereof (written statement of any officer of the Department of standing and statement of our constant of the Ine date nervoi (whiten statement of any officer of the Departum of Housing and Urban Development or authorized agent of the Secretary of Housing and Heben Development dated subsection or nousing and orban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed construive proof of such insligibility) or Trust, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Should the commutation of the Department of rousing and of oat Development to insure this loan cease to be in full force and effect for any mechan whetenever Beneficiary may declare all sums for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of or written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, the note and all documents evidencing expenditures secured note and all documents evidencing experimitures secured hereby. Notwithstanding the foregoing, this option may not be accounted by the Demotionary when the ineligibility for insurance exercised by the Beneficiary when the ineligibility for insurance exercised by the beneficiary when the inclusionity for insurance under the National Housing Act is due to the Beneficiary's failure to remit the mortance inclusion premium to the Department of

to remit the mortgage insurance premium to the Department of

21. After the lapse of such time as may then be required by law 41. After the lapse of such this as they then be required by her following the recordation of said notice of default, and notice of said horized by her Trustee without sale having been given as then required by law, Trustee, without all and an Constant shall call cald and the time and the same and the sale naving ocen given as men required by law, 1 usice, without demand on Grantor, shall sell said property at the time and place

demiand on Oranicol, shall sell salo property at the time and place fixed by it in said notice of sale, either as a whole or in separate morante and in such order on it may determine that subject to any parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be property, it consistents of several Anown nots of Parcels, share with sold and the several and solo, at puole auction to the highest olduct for cash in lawin money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement of such time and place of sale and from time to postpone sale of all of any portion of sale property of public announcement at such time and place of sale, and from time to time thereafter may portpone the sale by public approximation of the announcement at such time and place of sate, and from time to the thereafter may postpone the sale by public announcement at the time fixed by the preceding notponement. Trustee shall deliver to theretailer may postpone ine sale of puone announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conversing the property of sold, but without the function of the processing postponenicity is using shart defined to the property so sold, but without the property so sold, but without the province of involved the province in this the purchaser is Decu conveying the property so sold, but without iny covenant or warranty, express or implied. The recitals in this Dect of any matters of facts shall be conclusion proof of the Deed of any matters or facts shall be conclusive proof of the truthfulnness thereof. Any person, including Grantor, or Beneficiary, may purchase at the sale. After deducting all costs, focuentially, may purchase at the sale. After deducting all costs, levs, and expenses of Trustee and of this trust, including cost of title evidence and reasonable attorney's fees, in connection with sale, Training chall annin the proceeds of sale to the primery of all suc evidence and reasonable attorney's ices, in connection with said. Trustee shall apply the proceeds of sale to the payment of all sums evident and with the terms beauty most then remain with control of all sums expended under the terms hereof not then repaid, with accrued interest at the minimum of the provided on the principal data all other strong interest at the rate provided on the principal debt; all other sums

therese at the rate provided on the principal deal, all other sufficiency and the remainder, if any, to the person or persons legally entitled thereto. 22: Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and instead of Trustee herein

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numed, and thereupon the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee 0 20 101- Datshereinder with the same effect as if originally named Trustee 14627 sale under any other Deed of Trust or of any action or proceeding herein in which Grantor, Beneficiary, or Trustee shall be a party, unless 23. This Deed of Trust shall inure to and bind the heirs, brought by Trustee. legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint 25. The term "Deed of Trust," as used herein, shall mean the and several. The term "Beneficiary" shall mean the owner and same as, and be synonymous with, the term "Trust Deed," as used holder, including pledgees, of the note secured hereby, whether or in the laws of Oregon relating to Deeds of Trust and Trust Deeds. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to 24. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by ц Ц law. Trustee is not obligated to notify any party hereto of pending 26. As used in this Deed of Trust and in the note, "attorney's fees" shall include attorney's fees, if any, which shall be awarded by Kei l. Congell. & Escrow LOIS R. CORFELL State of Oregon Signature of Grantor. County of Klamath st Aspen Title I, the undersigned, Susan C. Creel Signature of Grantor. to me known to be the individual described in and who executed the within instrument, and acknowledged that She August ,hereby certify that on this Lois R. Coryell therein mentioned. Given under my hand and official seal the day and year last above written. free and voluntary act and deed, for the uses and purposes 1265.00 Quala Notary Public mand for the State of Oregon. My commission expires 6-21-Request for Full Reconveyance To: Trustee: Do not record. To be used only when note has been paid. U. I ruster. The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, we that with all other indebtedness samued by eaid Deed of Trust, has been fully paid and easisfied; and you are berehy mounted and Inc undersigned is the legal owner tind holder of the note and all other indebtedness secured by the within Deed of I rust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust to cancel said note show mentioned, and together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you berewith "roother with the said Deed of Trust, and to directed on payment to you of any suin's owing to you under the terms of said Deed of I rust, to cancel said note above mentioned, and other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey without warranty to the partice elesionated by the terms of said Deed of Trust, all the setate now held by you therewind to other evidences of indepredness secured by said Deca of 1 rust delivered to you nerewith, together with the said Deca of 1 rust, and t reconvey, without warranty, to the parties designated by the terms of said Decd of Trust, all the estate now held by you thereunder. in an an an an Albert an an an Albert an A Mail reconveyance to de recenterente Marine States of the State of Oregon Hat the shippy County of Klamath \$2 I hereby certify that this within Deed of Trust was filed in this office for Record on the (A.D. 1986 , at 9:15 o'clock A M., and was duly recorded in Book M86 of Record of Moltgages of PAR 14624 day of County, State of Oregon, on Fee: \$17.00 Evelyn Biehn, County Clerk Recorder. Zn Page 4 of 4 pages Depuis. 10:se