

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).

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.

JOHN L. LUNDBERG

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

STATE OF OREGON,
County of CLATSOP : Klamath

This instrument was acknowledged before me on
April 20th 1987, by

JOHN L. LUNDBERG

(SEAL)

My commission expires: 11/16/87

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on 19....., by

25

of

Notary Public for Oregon

My commission expires:

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

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. 8B1)

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

John L. Lundberg

Grantor

Keven M. Burke & Bette B. Lewis

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of

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"

This Trust Deed is an "All Inclusive Trust Deed" and is second and subordinate to the Trust Deed now of record dated March 31, 1987, and recorded on April 30, 1987, in Volume M87, page 7337, Microfilm Records of Klamath County, Oregon, in favor of Lucille Jacoby, as Beneficiary, which secures the payment of a Note therein mentioned.

7344

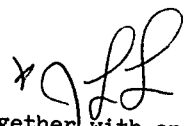
Keven M. Burke and Bette B. Lewis, not as tenants in common, but with the right of survivorship, Beneficiary herein agrees to pay when due, all payments due upon the said Promissory Note in favor of Lucille Jacoby, and will save Grantor herein, John L. Lundberg, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

DESCRIPTION SHEET

A tract of land situated in SE1/4 NE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, and more particularly described as follows:

Beginning at Northeast corner of Landis Park which point lies on the Westerly line of Summers Lane; thence North 1 degrees 08' West 144.5 feet to a point; thence North 1 degrees 12' West 326.7 feet to a point; thence South 88 degrees 44' West 200 feet to the point of beginning of the herein described tract of land; thence continuing South 88 degrees 44' West 168.3 feet to a point on the Easterly right of way line of the U.S.R.S. F-7 Lateral; thence South 1 degrees 26' East 150 feet to a point on the Easterly right of way line of said U.S.R.S. F-7 Lateral; thence North 88 degrees 44' East 118.3 feet to the Southwest corner of a tract of land conveyed to Clifton E. Jones, et ux, by Deed Volume 225 at page 503; thence North 1 degree 26' West 70 feet; thence South 88 degrees 44' East 50 feet to the Southwest corner of tract of land conveyed to Carl Woodward, et ux, in Deed Volume 347 at page 56; thence North 1 degree 12' West 80 feet to the point of beginning.


Together with an Easement for ingress and egress as described in Warranty Deed recorded on July 23, 1963, in Volume 347, page 56, of Deed Records in Klamath County, Oregon, Clerk's Office.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 30th day
of April A.D., 19 87 at 1:31 o'clock P M., and duly recorded in Vol. M87
of Mortgages on Page 7342.

FEE \$13.00

Evelyn Biahn,
By Ann Smith County Clerk