

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 none

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, insures 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.

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

Brian M. Capell
BRIAN M. CAPELL

Jean Capell
JEAN CAPELL

STATE OF ~~MISSISSIPPI~~ CALIFORNIA
County of Orange } ss.

This instrument was acknowledged before me on
June 25, 1987, by

BRIAN M. CAPELL and JEAN CAPELL

STATE OF OREGON, } ss.
County of _____

This instrument was acknowledged before me on _____, 19____, by _____

as _____

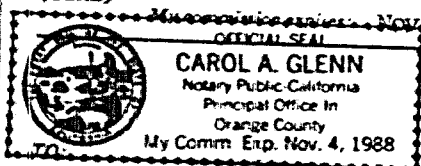
of _____

Carol A. Glenn
(SEAL) Notary Public for ~~California~~ California

Notary Public for Oregon

My commission expires: _____

(SEAL)



REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

_____, 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.

BRIAN M. CAPELL and JEAN CAPELL

Grantor

ALOIS P. HAKENWERTH

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 29th day of June, 1987, at 11:05 o'clock A.M., and recorded in book/reel/volume No. M87 on page 11303 or as fee/file/instrument/microfilm/reception No. 76263 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By *Ann Smith* Deputy