

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 Real Estate Contract dated October 12, 1979, a memorandum of which was recorded October 17, 1979, in Volume M79, page 24431, Microfilm Records of Klamath County, Oregon, in favor of Estate of Mary Hendrick, Deceased, Vendor, who subsequently assigned their interests to **see below and that he will warrant and forever defend the same against all persons whomsoever.

**Stanley M. Hendrick, Esther L. Hodge, Frank J. Hendrick and William James Hendrick recorded in Volume M80, page 5485, Microfilm Records of Klamath County, Oregon; and Financing Statement recorded October 17, 1979, in Volume M79, page 24430, Microfilm Records of Klamath County, Oregon, in favor of Estate of Mary Hendrick who subsequently assigned interest to Stanley M. Hendrick, Esther L. Hodge, Frank J. Hendrick and William James Hendrick recorded in Volume M80, page 5484, Microfilm Records of Klamath County, Oregon, which the Grantors named herein do not agree to assume or pay and the Beneficiary named herein agrees to hold Grantors harmless therefrom.

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.

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

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on May 26, 1988 by DAVID G. BURNETT and CHERYL A. BURNETT
DBA CITATION UPHOLSTERY

(SEAL)

My commission expires: 11/16/91

STATE OF OREGON,

County of _____

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__

SEE EXHIBIT A, VOUCHER HEREIN AND BY THIS RECONVEYANCE MADE BY BURNETT

LENDOR?

RECEIVED BY BENEDICT, EVCH VS LO VM RADIATED F INLEMSI TR LENTED IS COMONY VS
SABRECORD VOUCHER TO BURNETT M. HENDRICK, ESTHER L. HODGE, FRANK J. HENDRICK, WILLIAM J. HENDRICK
DO NOT LOSE OR DESTROY THIS TRUST DEED OR THE NOTE WHICH IS SECURED BY THIS TRUST DEED. Both must be delivered to the trustee for cancellation before reconveyance will be made.
THIS INSTRUMENT IS TO BE RECORDED SECOND AND WHICH

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. 97201

DAVID G. BURNETT and CHERYL A. BURNETT
417 N. Spring St.
Klamath Falls, OR 97601

Grantor

LEROY A. GIENGER and RICHARD T. HALL
Chiloquin, OR 97624

Beneficiary

AFTER RECORDING RETURN TO:
MOUNTAIN TITLE COMPANY OF
KLAMATH COUNTY

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/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By _____ Deputy

83172

1988 DEED
VIT-101010101

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lots 17 and 18 in Block 61 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Klamath County, Oregon.

EXCEPT for the following described portion of said Lot 18, which was conveyed to the State of Oregon by Deed recorded in Volume 220 at page 213 of Klamath County, Oregon Deed Records, as follows, to wit:

Beginning at the Southeast corner of said Lot 18; thence, Northerly along the Easterly line of Lot 18 a distance of 20 feet to the Northeast corner; thence Westerly along the Northerly line a distance of 20 feet; thence, Southerly parallel with the Easterly line a distance of 32.05 feet to the Southerly line of Lot 18, said line beginning the Northerly line of Esplanade Street; thence, Northeasterly along said line to the place of beginning.

Tax Account No.: 3809 028CC 08500
3809 028CC 08600
3809 028CC 08600 0A1 (Improvements only - Assessed to Mobile Oil Corp.)

This Trust Deed is an "All Inclusive Trust Deed" and is second and subordinate to the Real Estate Contract dated, October 1, 1979, a memorandum of which was recorded, October 17, 1979, in Volume M79, page 24431, Microfilm Records of Klamath County, Oregon, in favor of Estate of Mary Hendrick, Deceased, as Vendor who subsequently assigned their interests to Stanley M. Hendrick, Esther L. Hodge, Frank J. Hendrick and William James Hendrick recorded in Volume M80, page 5485, Microfilm Records of Klamath County, Oregon.

LEROY A. GIENGER and RICHARD T. HALL, as tenants in common, Beneficiary herein agrees to pay, when due, all payments upon said Real Estate Contract in favor of the Estate of Mary Hendrick, Deceased, and will save the Grantors herein, DAVID G. BURNETT and CHERYL A. BURNETT, husband and wife, DBA CITATION UPHOLSTERY, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Real Estate Contract, 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 said Real Estate Contract.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 27th day
of May A.D., 19 88 at 1:27 o'clock P. M., and duly recorded in Vol. M88
of Mortgages on Page 8324

FEE
\$15.00

Evelyn Biehn County Clerk

By George J. Caskey, Deputy