

9. At any time after the execution of this instrument, without affecting liability, payment of its fees and presentation of this instrument shall be a condition precedent to the enforcement or collection of any action or proceeding in trust or of any action or proceeding brought by trustee.

(a) consent to the making of any map or plat of said property; (b) join in

shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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

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),  
(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.

*Patricia A. Barney*  
Patricia A. Barney

(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 August 10, 1988, by

Patricia A. Barney

*Sandra S. Standaker*  
Notary Public for Oregon

(SEAL) My commission expires:

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. 381)

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

Patricia A. Barney

Grantor

Highland Community

Federal Credit Union

Beneficiary

AFTER RECORDING RETURN TO  
Highland Community F.C.U.  
3737 Shasta Way  
Klamath Falls, OR 97603

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/title/instrument/microfilm/reception No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By NAME TITLE  
Deputy

## EXHIBIT "A"

A parcel of land situated in the S 1/2 SE 1/4 of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land described in Book M-69 at page 6053 of The Official Klamath County Records, from which the Southeast corner of said Section 19 bears the following two bearings and distances: North 87 degrees 15' 00" East 1135.99 feet, South 00 degrees 06' 00" West 1071.45 feet; thence from said point of beginning South 87 degrees 15' 00" West 1180.48 feet to a 1/2" iron pin which is located 115 feet East, measured at right angles from the centerline of The U.S.B.R. "C" Canal, South Branch; thence North 14 degrees 19' 00" East, parallel to and Easterly 115 feet, measured at right angles to the said "C" Canal 392.67 feet to a 1/2" iron pin on the North line of the said South 1/2 of the SE 1/4; thence South 89 degrees 56' 14" East along the North line of said South 1/2 of the SE 1/4 1082.58 feet, to a 1/2" iron pin on the West line of said parcel of land described in Book M-69 at page 6053; thence South 00 degrees 06' 00" West along the West line of said parcel described in M-69 at page 6053 322.65 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.  
 of Aug. A.D., 19 88 at 11:02 o'clock A.M., and duly recorded in Vol. M88  
 of Mortgages on Page 12862  
 Evelyn Biehn  
 By Dorlene Miller County Clerk

FEE \$18.00