

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 see attached

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.

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

John Michael Irion
John Michael Irion

Denere Marie Irion
Denere Marie Irion

STATE OF OREGON,)
County of Klamath) ss.
This instrument was acknowledged before me on August 18, 1987, by John Michael Irion & Denere Marie Irion
Walter J. Guzy
(SEAL) Notary Public for Oregon
My commission expires: 6-16-92

STATE OF OREGON,)
County of) ss.
This instrument was acknowledged before me on _____, 19____, by _____
at _____
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. Null 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. 081)

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

Irion
10024 Wilson Rd.
Klamath Falls, OR 97601

Grantor

Guzy

Beneficiary

AFTER RECORDING RETURN TO
Mountain Title Company
222 South Sixth
Klamath Falls, OR 97601

SPACES RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
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/roll/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.

NAME TITLE
By _____ Deputy

MTC No: 22018-D

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land described as follows: Beginning at a point which lies South 1 degree 21' West along the quarter line a distance of 605.5 feet and North 89 degrees 09' West a distance of 20 feet from the iron axle which marks the quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, and running thence: Continuing North 89 degrees 09' West a distance of 738.84 feet to a point on the Easterly right of way line of the Dalles-California Highway; thence following the Easterly right of way line of the Dallas-California Highway South 6 degrees 02' West a distance of 110 feet to a point; thence South 88 degrees 25' East a distance of 327.7 feet to a point; thence South 6 degrees 02' West parallel to the Easterly right of way line of the Dalles-California Highway distance of 585.55 feet to a point on the forty line; thence North 89 degrees 41' East along the forty line a distance of 468 feet to a point; thence North 1 degrees 21' East a distance of 687.5 feet, more or less, to the point of beginning, said tract, in the NE1/4 NW1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3809 018BA 02800

This trust deed is an "All inclusive" Trust Deed and is second and Subordinate to the Trust Deed Now of Record Dated November 25, 1986 and Recorded December 5, 1986 in Volume M86 Page 22408, Microfilm Records of Klamath County, Oregon, in favor of Edwin J. Walker, as beneficiary, which secures the payment of a note therein mentioned.

Peter J. Guzy and Victoria A. Gusy, beneficiaries herein, agree to pay when due, all payments due upon the said promissory note in favor of Edwin J. Walker, and will save grantors herein harmless therefrom. Should the said beneficiaries herein default in making any payments due upon said prior note and trust deed, Grantors 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co. the 18th day of Aug. A.D. 19 89 at 4:31 o'clock P.M., and duly recorded in Vol. M89 of Mortgages on Page 15467.

FEE \$18.00

Evelyn Biehn . County Clerk

By Pauline Mullendare