

DEED TO TRUST

RECORDATION REQUESTED BY:

Samuel and Juanita Nelson

12330 SW 60th

Portland, Oregon 97219

AFTER RECORDING RETURN TO:

Samuel and Juanita Nelson

12330 SW 60th

Portland, Oregon 97219

RETURN BY: MAIL (X) PICKUP ()

WARRANTY DEED

This Deed, made this 23rd day of April, 1990, by and between Samuel Sylvester Nelson and Juanita Alberta Nelson, husband and wife, as Joint, whose residence and post office address is 12330 SW 60th, Portland, Oregon 97219, hereinafter called the "Grantor", and Samuel Sylvester Nelson and Juanita Alberta Nelson, Trustee(s) under that unrecorded Living Trust Agreement dated April , 1990, whose residence and post office address is 12330 SW 60th, Portland, Oregon 97219, hereinafter called the "Grantee".

W I T N E S S E T H :

That in consideration of the terms and conditions of the aforesaid Living Trust Agreement, and the powers granted therein, the Grantor does by these presents grant and convey unto Grantee, or Grantee's Successor, In Trust, as Trustee(s), for the uses and purposes and with all of the powers set forth in said trust agreement, including without prejudice to the foregoing, full power and authority to sell, convey, mortgage, exchange, lease, which lease(s) shall be valid throughout their terms, including a term expiring after the trust terminates, pledge or otherwise deal with and dispose of said property according to the sole judgment and discretion of the Trustee(s), in fee simple:

All of that certain real property situated at LaPine, Klamath County, Oregon, being the same premises conveyed to Grantor herein by Deed dated , recorded in the Official Recorder of said County in , more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, together with the personal property, if any, described in said Exhibit "A", subject, however, to the encumbrances, exceptions, reservations and other matters, if any, set forth herein;

To have and to hold the same, together with the reversions,

'90 MAY 7 AM 9 58

remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, including all buildings, improvements, rights, easements, privileges and appurtenances belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy above set forth, forever.

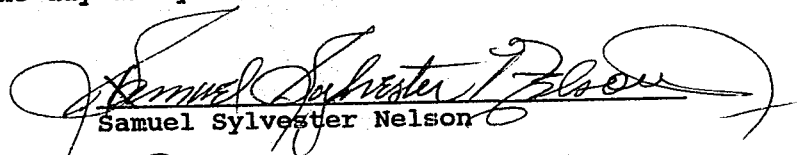
And, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may herein specifically be set forth; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will warrant and defend the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, Grantee's successors and assigns.

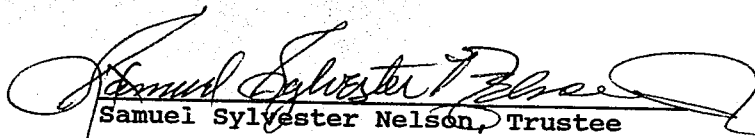
The terms "Grantor", "Grantee" and "Trustee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or Grantees, all covenants of such parties shall for all purposes be joint and several.

In Witness Whereof, the Grantor and Grantee have executed these presents on the day and year first above written.


Samuel Sylvester Nelson


Juanita Alberta Nelson

"Grantor"


 Samuel Sylvester Nelson, Trustee


 Juanita Alberta Nelson, Trustee

"Grantee"

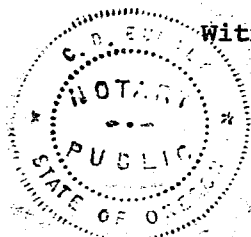
STATE of Oregon)

COUNTY of Multnomah)

SS

On this 23RD day of April, 1990, before me personally appeared Samuel Sylvester Nelson and Juanita Alberta Nelson, as Grantor herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantor executed the same as Grantor's free act and deed.

Witness my hand and seal.




 Notary Public, State of Oregon
 My commission expires: 6/22/92

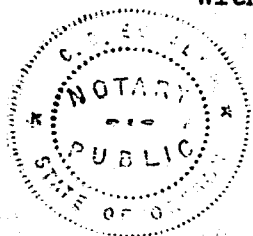
STATE of Oregon)

COUNTY of Multnomah)

SS

On this 23RD day of April, 1990, before me personally appeared Samuel Sylvester Nelson and Juanita Alberta Nelson, Trustee(s), as Grantee herein, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that Grantee executed the same as Grantee's free act and deed.

Witness my hand and seal.




 Notary Public, State of Oregon
 My commission expires: 6/22/92

EXHIBIT "A"

All that certain property situated at LaPine, Klamath County Oregon, described as follows:

River Pine
Estates 1st Addition
Lot 6 Block 15

Being the same premises conveyed to Samuel Sylvester Nelson and Juanita Alberta Nelson, husband and wife, as Tenants in the Entirety, the Grantor herein, by Deed dated _____, recorded in the Official Recorder of said County in _____.

Together with all built-in furniture, appliances, fixtures, attached carpeting and existing drapes, presently situate in or used in connection with, and being a part of, the herein demised premises.

Subject, however, to all grants, easements, covenants, restrictions, liens and encumbrances of record.

END OF EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 7th day
of _____ May _____ A.D., 19 90 at 9:58 o'clock _____ A.M., and duly recorded in Vol. M90
of _____ Deeds _____ on Page 8571

Evelyn Biehn County Clerk
By Pauline Mullender

FEE \$43.00