



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

and that he will warrant and forever defend the same against all persons whomsoever.

THIS TRUST DEED SECURES A NOTE OF EVEN DATE

THIS TRUST DEED IS JUNIOR AND 2ND TO A TRUST DEED IN FAVOR OF ROBERT V. WETHERN, SR.

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.)

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on September 24, 1990, by

William J. Alston

(SEAL)

My commission expires: 12-17-91

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

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.

WILLIAM J. ALSTON

Grantor

LYNN G. WESTWOOD

P.O. BOX 961

KLAMATH FALLS, OR

97601

Beneficiary

AFTER RECORDING RETURN TO

ate

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.

NAME

TITLE

By

Deputy

## EXHIBIT "A"

PARCEL 1  
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THE LOTS BELOW DESCRIBED ARE IN KLAMATH FALLS FOREST ESTATES,  
HIGHWAY 66 UNIT, PLAT 4 IN KLAMATH COUNTY, OREGON.

BLOCK 76: 2,3,4,5,6,7,8.

BLOCK 93: 28,29

BLOCK 97: 51

BLOCK 99: 3,4

BLOCK 119: 10

BLOCK 127: 10

PARCEL 2  
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THE LOTS BELOW DESCRIBED ARE IN KLAMATH FALLS FOREST ESTATES,  
HIGHWAY 66 UNIT, PLAT 1.

BLOCK 1: 8

BLOCK 9: 9

BLOCK 4: 16,20

BLOCK 23: 18.

EXHIBIT "B"  
RELEASE CLAUSE

In the event that Trustor is not in default hereunder or under the Note secured hereby, Beneficiary shall, from time to time, at the request of Trustor, release portions of the real property from the lien of this Trust Deed in increments of one or more lots as described in Exhibit "A" of this Trust Deed upon payment of one thousand dollars (\$1,000.00), for each lot so released. All release payments shall apply to the next payments of principal on said Note, and all principal payments made under the terms of said Note shall be credited on amounts paid for partial reconveyances hereunder.

PAYMENTS IN LIEU OF CASH

Beneficiary shall at the request of the Trustor release portions of the real property described in this Trust Deed when the Trustor has sold a lot under terms and the down payment is not great enough to pay in cash the release price described above, upon the Trustor paying to the Beneficiary two hundred dollars (\$200) and executing irrevocable collection instructions to a Collection Agency acceptable to Beneficiary. Said collection instructions shall assign \$20.00 of each monthly payment to Beneficiary until an amount equal to the release price of one thousand dollars (\$1,000.00) is paid to the Beneficiary for each lot so released. Also Trustor shall execute a guaranty acceptable to beneficiary for prompt payment of each lot so released. Payments so paid to Beneficiary shall be credited to next payments of principal due on said Note secured by this Trust Deed.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 25th day  
of Sept. A.D., 19 90 at 11:03 o'clock A M., and duly recorded in Vol. M90,  
of Mortgages on Page 19289.

FEE \$23.00

Evelyn Biehn - County Clerk

By Pauline Meulendore