

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.

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 first 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 term is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z by making required disclosures for this purpose use Stevens-Hess Form No. 1019, or equivalent. If compliance with the Act is not required, disregard this notice.

D & S PROPERTIES, a partnership

By: Gerrit A. DeGroot, Partner

STATE OF OREGON, County of _____ ss.

This instrument was acknowledged before me on _____, 19____,

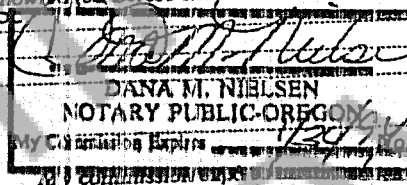
by _____, 19____,

This instrument was acknowledged before me on _____,

by Gerrit A. DeGroot

as partner

of D & S Properties



REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

to Mountain Title Company of Klamath County
Trustee

The undersigned in 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 deliver, 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. 811)

ISSUED BY NEW LAM CO., PORTLAND, ORE.

D & S PROPERTIES

1041 Wild Plum Drive

Klamath Falls, OR 97601

Grantor

Harvin and Beatrice Kuhlman

2203 Santa Clara

Chandler, ID 83605

Beneficiary

AFTER RECORDING RETURN TO
Mountain Title Company
221 So. Sixth Street
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDING'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/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

19744

A tract of land situated in the N1/2 SE1/4 SE1/4 NE1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin located South 740.0 feet and West 30.0 feet from the Southeast corner of NE1/4 NE1/4 of said Section 10, said point lying on the West boundary of Summers Lane; thence West 155.0 feet to an iron pin; thence South parallel to Summers Lane 123.3 feet to an iron pin on the Northernly line extended of parcel conveyed to Harley H. Franklin, et ux, by deed recorded April 29, 1927 in Volume 205, page 403, Deed Records of Klamath County, Oregon; thence East 155.0 feet to an iron pin on the West boundary of Summers Lane; thence North along said West boundary of Summers Lane 123.3 feet, more or less, to the point of beginning.

Tax Account No: 3909 010AD 01500

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 28th day
of Sept. A.D. 19 90 at 4:22 o'clock P.M., and duly recorded in Vol. M90
of _____ Mortgages on Page 19742

Evelyn Biehn - County Clerk

By Robert M. Winters

FEE \$18.00