

The grantor covenants and agrees to act 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

except time

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 the purpose of carrying on a business or other enterprise~~

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 number, 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: Deletion by filing act, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and the beneficiary is a creditor as such would be defined in the Truth-in-Lending Act and Regulation Z, the beneficiary must comply with the Act and regulations by making required disclosures. For this purpose see Bureau-Nease Form No. 1317, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signatory is a corporation, attach the name of a duly authorized representative.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on
September 26, 1990, by
Tom W. Dain
Darlene K. Dain

Notary Public for Oregon

(SEAL)

My commission expires: 3-22-94

STATE OF OREGON,

County of

This instrument was acknowledged before me on September 26, 1990, by

as

of

Notary Public for Oregon

My commission expires: 3-22-94

RECYCLED 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 evidence 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

Beneficiary

Set and loan or delivery file Trust Deed OF THE NOTE which it covers. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 687-1)

BUREAU-NEASE LAW FIRM, P.C., PORTLAND, ORE.

Tom W. Dain & Darlene K. Dain
P.O. Box 148

Crucian Lake, OR 97125

Grantor

Emile Danneker & Donnis K. Danneker

La Grange, OR 97401

Beneficiary

AFTER RECORDING RETURN TO
Mountain Title Company
(coll. escrow dept.)

SPACE RESERVED
FOR
RECORDING USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 1st day of Oct., 1990, at 2:38 o'clock PM., and recorded in book/reel/volume No. M90 on page 19822 or as fee/file/instrument/microfilm/reception No. 20898, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Bishn, County Clerk.

NAME

TITLE

By Darlene K. Dain Deputy

Fee \$13.00