

19883

This grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully owner in fee simple of said described real property and has a valid, unencumbered title thereto except:

Contract (including the terms and provisions thereof) dated October 15, 1985, recorded October 15, 1985 in Volume M85, at page 16717 Microfilm Records of Klamath County, Oregon, wherein the Vendor is; Bina R. Dietsche. The above Grantor hereby agrees to** and that he will warrant and forever defend the same against all persons whomsoever.

* Payment and to pay this in full and to hold Seller harmless therefrom.

The grantor warrants that the proceeds of the trust represented by this above described note and this trust deed are:

(a) A security for grantor's personal family or household purposes (see Important Notice below).

This deed applies to, insures 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: Declaratory Judgment: If brought suit, whichever warranty (a) or (b) is not applicable, if warranty (b) is applicable and the condition is a condition on such title 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 via Statement Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Monte J. Countryman
Monte J. Countryman

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on OCTOBER 1, 1990
by Monte J. Countryman.

Monte J. Countryman
DANIEL M. NIELSEN
NOTARY PUBLIC OREGON
My Commission Expires 12/31/91

Notary Public for Oregon
My commission expires

RECEIPT FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Mountain Title Company of Klamath County

I, 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 property herein held by you under the same. Mail record copies and documents to:

DATED:

Beneficiary

The last sum or deficiency due from Dated on the date which is shown. Date must be referred to the trustee for cancellation before reconveyance will be made.

TRUST DEED

Book No. 1811
Volume No. 18 - PORTLAND, OR.

Monte J. Countryman
1545 Crescent St.
Klamath Falls, OR 97601
Grantor

Fred Crotts
7045 NE Cleveland Ave.
Portland, OR 97211
Beneficiary

SPACE RECEIVED
FOR
RECODER'S USE

STATE OF OREGON,
County of Klamath. ss.

I certify that the within instrument was received for record on the 1st day of Oct., 1990, at 4:30 o'clock PM, and recorded in book/reel/volume No. M90 on page 19882 or as fee/file/instrument/microfilm/reception No. 20925 Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk.

NANE

TITLE

By *Suzanne Milwaukee Deputy*

FOR RECORDING RETURN TO
Mountain Title Company
222 So. Sixth Street
Klamath Falls, OR 97601

Due \$13.00