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surplus. If any, to the gentior or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereing. The surplus is any surplus trustee, the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be written to appoint the trustee. Each such appointment and submittation shall be made by written instrument executed by beneficiary, and submittation shall be made by written instrument executed by beneficiary, shall be property in situated, shall be conclusive proof of proper appointment which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and obligated to troity any party hereto of prending sale under any other deed of obligated to troity any party hereto of prending sale under any other deed of trust or of any action or proceeding in which granter, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

hight. The Tiest Deed flit provides that the hister he lander must be either in sitioner, who is on active member of the Oregon State Bor, a bank, trust company hight. The Tiest Deed flit provides that the hister has the laws, of Origon er fire United States, in title Insurance company authorized to insure title to real currently and bank estill around authorized to insure title to real laws, of Origon er fire United States, or an estrow agent licensed under ORS 696.535 to 696.585, in protectly all that state, this state, the state of the Original State of the Original

The grantor covenants and agrees to and with the buneficiary and those claiming under him, that he is law-fully seried 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.

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EXHIBITS "A"

DESCRIPTION OF PROPERTY

Whe following described real property situated in Klamath County, Oregon:

PARCEL 1: The Sise of Section 23, Township 38 South, Range 11 East of the Willanette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM, a tract of land located in the SEt of Sec. 13 Twp. 38 S.R. 11t E.W.M., more particularly described as follows: Beginning at an from pin set on the East-West section line common to Sections 23 and 26, and point being North 88°33' Wast a distance of 1052.0 feet from an iron pin set on the West boundary of the County road right of way, said pin being 30 feet West of the center line of said road and the section corner common to Sections 23, 24, 25 and 26, Twp. 38 S.R. 11t E.W.M., thence North 41°13' West a distance of 821.0 feet; thence North 35°18' West a distance of 877.6 feet to the intersection with an East-West fence line; thence North 87°48' West a distance of 416.5 feet along said fence line to the fence corner; thence South 3'47" West a distance 1303.3 feet to the quarter section corner common to Sections 23 and 26, Twp. 38 S., R. 11t E.W.M.; thence South 88°33' East a distance of 1558.0 feet, more or less, along the section line common to Sections 23 and 26, to the point of beginning.

PARCEL 2: A tract of land located in the NE; of Section 26, Township 38 South, Ringe 11; East of the Willimette Meridian, Klamath County, Oregon, more particularly described as Kollows: Beginning at an iron pin set on the West boundary of the County Road right of way, said point being 30 feet West of the center lime of said road and the section corner common to Sections 23, 24, 25 and 26, Twp. 38 S.R. 11; E.W.H.; thence South along the West boundary of the county road a distance of 1553.0 feet to a fence corner; thence North 81°50' West along said fence a distance of 102.3 feet; thence North 24°23' West a distance of 1095.0 feet; thence North 41°13' West a distance of 751.7 feet to an iron plin set on the East-West section line common to Sections 23 and 26, 1wp. 38 S.R. 11; E.W.M.; thence South 38°33' East a distance of 1052.0 feet, gore or less, along said section line to the point of beginning.

PARCEL 3: All of the Wishi Lying Westerly of the Westerly Right of way line of the Bliss County Road in Section 24, Township 38 South, Range 111 East of the Willamette Meridian, Klamith County, Oregon.

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