28395

When recorded mail to:

This Deed of T-

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-----CD,

BANK OF AMERICA FEDERAL SAVINGS BANK P.O. Box 4211 Portland, Oregon 97208-4211 Attention: Consumer Lending Loan No. 0521031142004

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Vol.<u>mg I_</u>Page_**7200**

MTC 25236

CUSTOMLINE® EQUITY LINE OF CREDIT MORTGAGE ADJUSTABLE RATE DEED OF TRUST

	In this Deed of Trust is entered into this <u>16th</u> day of <u>April</u>
	In this Deed of Trust the word "you" and "your" mean <u>David E. Keeney & Lisa Keeney, who are married</u> whose maching address is, <u>P.O. Box 392</u> Keno, OR 97627
	The words "we " "we " we " a we are married Keeney, who are married
	The words "we," "us" and "our" mean Bank of America Federal Savings Bank, a federally chartered savings bank whose mailing address is Post Office Box 4211, Portland, Oregon 97208-4211 as the Beneficiary. The Trustee is Mount ain Title Communication and the saving bank whose mailing address
	is Post Office Box 4211, Portland, Oregon 97208-4211 as the Beneficiary. The Trustee is <u>Mountain Title Company</u> , whose mailing address is <u>222</u> S. 6th St
	1. THE CUSTOMLINE AGREEMENT. We have agreed to make loan advances to you in accordance with your CustomLine Equity Account Agreement and Disclosure dated April 16th, 199 1. which is called the "Come with your CustomLine
1	Equity Account Agreement and Disclosure dated April 16th, 199 1, which is called the "CustomLine Agreement" in this advances to be secured by this Deed of Trust is contemplated by up and may be made, repaid, and remade from time to time. A series of
ŝ	luvances to be secured by this Deed of Trust is contemplated by made, repaid, and remade from time to time. A second

Agreement has previously been reduced to zero. The total outstanding balance owing at any one time under the CustomLine Agreement templated by you and us, even if the unpaid balance owed under the CustomLine (including interest and other fees as provided in the CustomLine Agreement) shall not exceed \$15,000.00. That sum is referred to as the "Credit Limit" in the CustomLine Agreement and this Deed of Trust. The term of the CustomLine Agreement commences on the date of this Deed of Trust and shall end, if not paid earlier, on April 15, 2016.

2. OBLIGATIONS SECURED. This Deed of Trust secures: (maturity date)

(a) Repayment of your indebtedness to us under your CustomLine Agreement. All of the loan advances under your CustomLine Agreement will be secured by this Deed of Trust. All modifications, amendments, extensions and renewals of your CustomLine Agreement (b) Performance of all your obligations and agreements in the CustomLine Agreement and this Deed of Trust.

(c) Payment of all sums advanced by us in accordance with this Deed of Trust to protect us and our security in this Deed of Trust. Notwithstanding anything in this Deed of Trust to the contrary, this Deed of Trust shall not secure any portion of your outstanding balance

3. VARIABLE RATE OF INTEREST. The rate of interest on your outstanding balance under the CustomLine Agreement will vary from time to time as described in the CustomLine Agreement. The rate on the CustomLine Agreement is subject to indexing, adjustment, renewal, and renegotiation.

SECURITY. To secure your obligations and agreements to us in the CustomLine Agreement and this Deed of Trust, you

or in the future on it, all rights and privileges to the real property and all fixtures that are now or in the future attached to it including all _, Oregon, including the lot and all buildings that are now easements, rights, appurtenances, rents, royalties, mineral, oil, gas rights and profits, and water rights. All of this security is called "your County, Oregon and is legally described as:

Lot 26 in Block 34 of FIFTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

You acknowledge your Home is subject to mortgage or deed of trust of record, that is called your "Prior Loan" in this Deed of Trust. You acknowledge that except for encumbrances of record, you Home is unencumbered and you have the right to grant and convey your Home and will defend the title to your Home against all claims and demands subject to encumbrances of Record.

5. PAYMENT OF AMOUNTS BORROWED. You will promptly pay when due all amounts borrowed under the CustomLine Agreement, all interest, and all other fees provided in the CustomLine Agreement.

6. PRIOR LOANS. You agree to perform all of your obligations under the Prior Loans and any other security instrument with a lien that has priority over this Deed of Trust, including your obligations to make payments when due. You will not modify, amend, extend or renew the Prior Loans or accept any additional advances on the Prior Loans without first obtaining our written consent.

7. LIENS. You will pay all taxes, assessments and liens attributable to your Home. Within five days after any request by us, you will provide us with receipts showing that all amounts you are required to pay under this paragraph have been paid when due.

8. HAZARD INSURANCE. You will keep your Home insured against loss by fire, hazards included within the term "extended coverage," and flood and other hazards that we may require from time to time. The policy shall provide insurance in an amount not less than the amount of the Prior Loans plus your Credit Limit. The insurance company providing the insurance shall be chosen by you subject to our approval. All insurance policies and renewals shall be in a form acceptable to us and shall include a standard deed of trust beneficiary clause in our favor. You will give us prompt notice of a loss and we may make proof of loss if not made promptly by you. All insurance proceeds are assigned to us and shall be paid to us to the extent of all sums secured by this Deed of Trust, subject to the terms of the Prior Loans. If your Home is abandoned by you, or if you fail to respond to us within 30 days from the date we mail notice to you that the insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may choose, unless otherwise required by applicable law.

9. PRESERVATION AND MAINTENANCE OF YOUR HOME. You will keep your Home in good repair and shall not commit waste, permit impairment or deterioration of your Home. If this Deed of Trust is on a unit in a condominium or a planned unit development, you will perform all of your obligations under the declaration, covenants, conditions and restrictions, articles of incorporation or bylaws, or any equivalent constituent document creating or governing the condominium or planned unit development. You will pay, when due, all assessments imposed by the owners' association or any other governing body of the condominium or the planned unit development, if any.

10. PROTECTION OF OUR SECURITY. If you fail to perform your obligations and agreements in this Deed of Trust, or if any action or proceeding is commenced which materially affects our interest in your Home, then, at our option, upon notice to you, we may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect our interest. Any amounts disbursed by us pursuant to this paragraph together with interest thereon at the rate provided in the CustomLine Agreement shall be secured by this Deed of Trust. Such amounts shall be payable by you upon notice from us requesting payment. Nothing contained in this paragraph shall require us to incur any expense or take any action under this paragraph. Any action taken by us under this paragraph shall not cure any breach by you of any obligation or agreement under this Deed of Trust.

11. CONDEMNATION. The proceeds of any condemnation or eminent domain award or settlement in connection with your Home are assigned to us and shall be paid to us to the extent of your indebtedness under the CustomLine Agreement, subject to the terms of the Prior Loans.

12. CONSTRUCTION OF IMPROVEMENTS. If any loan advance under the CustomLine Agreement is for the purpose of constructing improvements to your Home, this Deed of Trust shall be deemed to be a "Construction Mortgage" as that term is defined in the Oregon Revised Statutes. At our option, we may require you to execute and deliver to us, in a form acceptable to us, an assignment of any rights, claims or defenses that you may have against parties who supply labor, materials or services in connection with improvements made to your Home.

13. DEFAULT. The occurrence of any of the following will be deemed to be an event of default: (a) you engage in fraud or material misrepresentation in connection with the CustomLine Agreement or the account established pursuant to the CustomLine Agreement; (b) you do not meet your repayment obligations in the CustomLine Agreement; or (c) you act or fail to act in a way that adversely affects your Home or any of our rights in your Home, including, but not limited to, the sale or transfer of your Home without our prior written consent, unless prohibited by Law. If you commit an event of default, at our option, we may require immediate payment in full of all sums secured by this Deed of Trust without demand and may invoke the power of sale and any other remedies permitted by applicable law. We shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees (including allocated cost of our salaried attorneys, to the extent permitted by law) including any attorneys' fees awarded at trial or any appellate court.

14. REMEDIES. If we invoke the power of sale, we shall give written notice to the Trustee of the occurrence of an event of default and of our election to cause your Home to be sold. The Trustee shall record a notice of sale in the county in which your Home is located and shall mail copies of such notice in the manner prescribed by applicable law to you and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law and after any required publication and posting of the notice of sale, the Trustee, without demand on you, shall sell your Home at public auction to the highest bidder for cash at the time and place designated in the notice of sale. The Trustee may postpone sale of your Home by public announcement at the time and place of any previously scheduled sale. We or our designee may purchase your Home at any sale and shall have the benefit of any law, to the extent applicable, permitting credit bids. The Trustee shall deliver a Trustee's deed to the purchaser conveying your Home so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of evidence of title; (b) to all sums secured by this Deed of Trust: and (c) the excess, if any, to the person or persons legally entitled thereto, or to the clerk of the superior court of the county in which the sale took place. We can also commence an action to judicially foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property.

15. YOUR RIGHT TO REINSTATE. If you meet certain conditions, you will have the right to reinstate this Deed of Trust and have any proceedings begun by us to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the date of sale by the Trustee, or (ii) the entry of a judgment enforcing this Deed of Trust. These conditions for reinstatement are that you: (a) pay us all sums which would then be due under the CustomLine Agreement and this Deed of Trust had no acceleration occurred; (b) cure any default of your other obligations or agreements in this Deed of Trust; and (c) pay all costs and expenses actually incurred by us in enforcing this Deed of Trust, including, but not limited to, reasonable Trustee's fees and attorneys' fees, to the extent permitted by applicable law. Upon reinstatement by you, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this reinstatement right shall not apply in the case of acceleration resulting from the sale or transfer of your Home.

16. RELEASE. This Deed of Trust will not be released until: (a) the CustomLine Agreement is terminated; (b) all sums due under the CustomLine Agreement have been paid in full; and (c) all other obligations secured by this Deed of Trust have been fully performed. Upon satisfaction of these conditions, this Deed of Trust shall be released. To the extent permitted by applicable law, the Trustee may charge a reasonable reconveyance fee for the release or reconveyance of this Deed of Trust.

17. SUBSTITUTE TRUSTEE. We may, for any reason or cause, from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. A Notice of Substitution of Trustee shall be executed and recorded in accordance with applicable law.

18. TIME OF ESSENCE. Time is of the essence of each provision of this Deed of Trust.

19. WAIVER. To the fullest extent permitted by law, you waive the right to plead any statute of limitations as a defense to any

7201

demand or obligation secured by this Deed of Trust. Additionally, you hereby release and waive all rights and benefits of the homestead exemption laws of the State of Oregon.

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OLD: Custo

ine Customer (BC)

ner (RC

20. MODIFICATION. Without affecting your liability for payment of the indebtedness secured by this Deed of Trust or the lien of this Deed of Trust, we, or the Trustee if so requested by you, may, from time to time, do the following: (a) extend the time and alter terms of payment of any amounts due to us; (b) accept additional security; (c) substitute or release all or part of any property securing the indebtedness; (d) reconvey any part of your Home; (e) consent to the making of any map or plat; (f) join in granting any easement or in any extension agreement granting any easement or any agreement subordinating the lien or encumbrance of this Deed of Trust.

21. NO WAIVER. Any forbearance by us in exercising any right or remedy under this Deed of Trust or otherwise provided by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy.

22. SUCCESSORS AND ASSIGNS: JOINT AND SEVERAL. This Deed of Trust shall be binding upon, and shall inure to the benefit of, the respective heirs, personal representatives, successors and assigns of you and us. All of your obligations and agreements

23. NOTICE. Except for any notice required under applicable law to be given in another manner, any notice provided for in this in this Deed of Trust are joint and several. Deed of Trust shall be given by delivering or mailing such notice by first class mail addressed to you or us, as the case may be, at the address stated above or at such other address as may be designated by notice as provided in this paragraph.

24. SEVERABILITY. In the event that any provision of this Deed of Trust or the CustomLine Agreement conflicts with applicable law, then such conflict shall not affect other provisions of this Deed of Trust or the CustomLine Agreement which can be given effect

25. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Oregon and by federal law. without the conflicting provision.

26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER LENDER IN POSSESSION. As additional security, you hereby assign to us the rents of the property, provided that you shall prior to acceleration or abandonment of the property under this Deed of Trust have the right to collect and retain such rents as they become due and payable. Upon acceleration or abandonment of the property, Lender, in person by agent or by judicially appointed receiver shall be entitled to enter upon, take possession and manage the property and to collect the rents of the property including those past due. All rents collected by Lender or the receiver shall be applied first to the payment of the cost of management of the property and the collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds, reasonable attorney's fees and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable

to account only for those rents actually received.

THIS INSTRUMENT WILL NOT ALLOW FOR THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLAN-NING DEPARTMENT TO VERIFY IMPROVED USES.

	OW, YOU AGREE TO BE BOUND	BY THIS DEED OF TRUST
BY SIGNING BE	LOW, TOU AGALL TO DE DOCT	
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1 Invital Ma	and the	sa wany
Borrower David E. Keeney	-Bofrower/	Lisa Keeney
	-Borrower	
-Borrower	신 물질 것 같은 것 물질 같다.	·
		County ss: KLAMATH
STATEOFOREGON	그는 승규는 말을 모님이는 것을	그는 사람이 가지 않는 것 같은 것이라. 그는 것은 것은 것은 것은 것이 가지 않는 것이 가지 않는 것을 했다.
On/this (11/16 th	day of APRIL	, 199 /, personally appeared the above
Un/this () 12/	strument to be <u>THEIR</u>	voluntary act and deed.
On/this	Before me:	$n \rightarrow n$
My Commission expires: 8 = 2.7-	92	V Steph-
	· -	Notary Public for Oregon
EOFORE		MORA' I done no exeger
11111	이는 같은 것은 방법이 걸렸	County ss:
STATE OF OREGON		이 같은 것이 있는 것이 같은 것이 있는 것이 있는 것이 있는 것이 있는 것이 있는 것이 있다. 같은 것은 것은 것은 것은 것은 것이 같은 것은 것은 것은 것이 있는 것이 같이 있는 것이 같이 있는 것이 같이 있다.
		, 199, personally appeared the above
On this	day of	voluntary act and deed.
named and acknowledged the foregoing i	Before me:	
(Official Seal)	Delote me.	가 가는 것은 것은 것은 것은 것은 것은 것이 있는 것은 것을 알았다. 같은 것은 것을 알았다.
My Commission expires:	그는 물건가 물건을 알았다. 한 번 것 같은 같은 물건가 물건을 알았다. 한 번 물건을	
말감 못 이 같은 것을 들었는 것이 같아요.		Notary Public for Oregon

2 States STATE OF OREGON: COUNTY OF KLAMATH: ss.

WHITE: LOan File (PUPOTYD)

(Page 3 of 3)

19th day Mountain Title Co. ____ the 2:48 o'clock ____P M., and duly recorded in Vol. Filed for record at request of M9 A.D., 19 91 at _____ on Page _______ April of Mortgages of County Clerk Evelyn Biehn By <u>Qauline</u> muller \$18.00 FEE

CANARY: Loan File (PUPOD)

Vol.mai Page _ 7203 25396 Higher Division FILE STAT-OIL 93-36-12 35207 ASPEN TITLET TEL AL STRAL RALTER L. MINERS, Screener, coursers unto the STATE OF GERIES, by and through DEPARTMENT OF TRANSPORTATION, Eightery Division, Grantes, fee title to the following designations groups and 31125 1 - Fee a partel of land lying in line I and 5, Section 5, Investig 33 South. The fast, F.S., <u>Frances</u> County, Gregon and Seling a province of the ta what deed to Balter L. Seshier, recercied in Book 1-55. IA ANTON DELTE THE 7: 1-1-1-1 SEIC 33 -3 28396 Vol.mg/ Page _ 7203 Highway Division File 6068-014 9B-36-12 35467 ASPEN WARRANIA June WALTER L. MESHKE, Grantor, conveys unto the STATE OF OREGON, by and through in first withe to the following OR DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, fee title to the following described property:

PARCEL 1 - Fee

2

e÷ :

A parcel of land lying in Lots 7 and 8, Section 9, Township 33 South, Range 74 East, W.M., Klamath County, Oregon and being a portion of that property described in that deed to Walter L. Meshke, recorded in Book M-86, Page 20511 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of the Crater Lake Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 174+65.84, said station being 5498.62 feet North and 8463.12 feet West of the Southeast corner of Section 9, Township 33 South, Range 74 East, W.M.; thence South 88° 54' 39" East 3940.76 feet; thence on a spiral curve right (the long chord of which bears South 84° 57' 14" East 499.05 feet) 500 feet; thence on a 1206.23 foot radius curve right (the long chord of which bears South 53° 01' 50" East 981.44 feet) 1010.75 feet; thence on a spiral curve right (the long chord of which bears South 21° 06' 26" East 499.05 feet) 500 feet; thence South 17° 09' 01" East 2579.71 feet to Engineer's center line Station 259+97.Q6.

 $\overline{\ }$ The widths in feet of the strip of land above referred to are as follows:

Station to	Station	Width on Easterly
		Side of Center Line
229+17.35	231+00	50 in a straight line to 55
231+00	234+17.35	55 in a straight line to 55
234+17.35	235+00	45 in a straight line to 40
235+00	259+97.06	4ŏ
	네. 건강 방법을 망망했는데?	1998년 1998년 - 1998년 - 1998년 1998년 1998년 - 1998년 1998년 - 1998년 - 1998년 - 1998년 -

Bearings are based upon the Oregon Co-ordinate System of 1983, South Zone.

The parcel of land to which this description applies contains 1.01 acres, more or less, outside of the existing right of way.

10-4-90

7204

Highway Division File 6068-014 9B-36-12

PARCEL 2 - Fee

A parcel of land lying in Lots 6 and 7, Section 16, Township 33 South, Range 7^k East, W.M., Klamath County, Oregon and being a portion of that property described in that deed to Walter L. Meshke, recorded in Book M-86, Page 20511 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land 40 feet in width, lying on the Easterly side of the center line of the Crater Lake Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 261+07.11, said station being 1753.95 feet North and 2268.72 feet West of the Southeast corner of Section 9, Township 33 South, Range 74 East, W.M.; thence South 17° 25' 31" East 4814.77 feet; thence on a 22,918.31 foot radius curve right (the long chord of which bears South 16° 23' 56" East 820.97 feet) 821 feet; thence South 15° 22' 22" East 1756.46 feet to Engineer's center line Station 334+99.34.

Bearings are based upon the Oregon Co-ordinate System of 1983, South Zone.

The parcel of land to which this description applies contains 0.98 acre, more or less, outside of the existing right of way.

TOGETHER WITH ALL abutter's rights of access between the above-described parcel and Grantor's remaining real property, EXCEPT, however,

Reserving access rights, for the service of Grantor's remaining property, to and from said remaining property to the abutting highway at the following place_, in the following width_, and for the following purpose_:

Hwy. Engr's Sta.	Side of Hwy. Width	Purpose
231+27	East 35 feet	No. 1 Aliante de la composición de la c
237+40	이 물건은 유명에 이렇게 하는 것을 것을 것을 줄 것을 수 있는 것 같은 것을 하는 것을 하는 것을 수 있다.	Unrestricted Unrestricted
306+42	East 35 feet	Unrestricted
		Unrestricted

Grantor also grants to Grantee, its successors and assigns, temporary easements for

a work area for construction purposes over and across the following described property:

PARCEL 3 - Temporary Easement For Work Area (3 years or duration of project)

A parcel of land lying in Lots 7 and 8, Section 9, Township 33 South, Range 74 East, W.M., Klamath County, Oregon and being a portion of that property described in that deed to Walter L. Meshke, recorded in Book M-86, Page 20511 of Klamath County Record of Deeds; the said parcel being that

10-4-90 Page 2 - WD

Highway Division File 6068-014 9B-36-12 7205

portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of the Crater Lake Highway as said highway has been relocated, which center line is described in Parcel 1.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width d	n Easter	lν
			Side of	Center 1	Line
231+00		234+17.35	C C - 4		
234+17.35		235+00	55 in a	straight	t line to 55 t line to 50
235+00		254+37		i scrargin	- TIUE CO 20

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 19,960 square feet, more or less.

PARCEL 4 - Temporary Easement For Work Area (3 years or duration of project)

A parcel of land lying in Lot 6, Section 16, Township 33 South, Range 74 East, W.M., Klamath County, Oregon; the said parcel being that portion of said lot lying Northerly of a line at right angles to the center line of the relocated Crater Lake Highway at Engineer's Station 305+00 and included in a strip of land 50 feet in width, lying on the Easterly side of said center line, which center line is described in Parcel 2.

EXCEPT therefrom Parcel 2

The parcel of land to which this description applies contains 11,840 square feet, more or less.

IT IS UNDERSTOOD that the easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the easements herein granted do not convey any right or interest in the above-described Parcels 3 and 4, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

10-4-90 Page 3 - WD

Highway Division File 6068-014 9B-36-12 7206

Grantor hereby covenants to and with Grantee, its successors and assigns, that he is the owner of all the above-described property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the property herein conveyed and the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration received by Grantor for this conveyance is ¢ 3,000.00 WIN Dated this _____ day of ______ March _____, 1991 <u>Ivalter 1. meshk.</u> r L. Meshke California STATE OF OREGON, County of Suckeyou ____, 19<u>9</u>. Personally appeared the above named Walter L. Meshke, Harch who acknowledged the foregoing instrument to be his voluntary act. Before me: 'ond k lonna o house Notary Public for Oregon (alifornia 6/10/94 My Commission expires _____ OFFICIAL SEAL DONNA L. WOODHOUSE NOTARY PUBLIC - CALIFORNIA SISKIYOU COUNTY My Comm. Expires June 10, 1994 10-4-90 Page 4 - WD ael/ub RETURN TO OREGON STATE HIGHWAY DIVISION RIGHT OF WAY SECTION 417 TRANSPORTATION BLDG. SALEM, OREGON 97310 STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of _ Aspen Title Co. A.D., 19 91 at 3:23 o'clock PM., and duly recorded in Vol. M91 the 19th of April day of Deeds _ on Page ____7203 Evelyn Biehn County Clerk FEE \$23.00 By Dinules Mullind

THIS INSTRUMENT, JULY WE ALLOW USE OF THE PROPERTY DESIGNARY IN THE IS TRANSPORT OF APPLICABLE LAND USE LANS AND REACTATIONS. REPORT STORED OF THE ENVIRONMENT. THE PERSON LOCATEDER FRE THE TO THE PROPERTY SHOULD CHEM ATTACT CITY OR COUNTY PLANNING DEPARTMENT TO VERLEY APPROVED USED A 2, 20, 00 and actual consideration received by Grantor for this only of Decad cars _ day of Thench Mar - Mart THE OF HERE, Comp of CARACTER Ser - Se . Personally appeared the above named Walter L. Seatthe the submouledged the foregoing instrument to be his voluntary act. Before set The Film The Soury Public for th By Commission expires STATIL WIE-DIS 12-2-47 Page - - 50 at the TELLER 10 CHERIS STATE EIGERAY DIVISION ELGET OF WAY SECTION 417 TRANSPORTATION HILG. SALEM, GEDONS 97310 STATE OF OREGON, Vol.<u>m9/</u>Page 7207 County of Klamath SS. 28397 Filed for record at request of: oen Aspen Title Co. & ESCROW, INC. on this <u>19th</u> day of <u>April</u> A.D., 19 <u>91</u> at <u>3:23</u> o'clock <u>P</u> M. and duly recorded in Vol. <u>M91</u> of <u>Mortgages</u> Page <u>7207</u> Evelyn Biehn . County Clerk 525 Main Street Klamath Falls, Oregon 97601 (503) 884-5137 By Daulener Mullen dare Deputy. 31,351 Fee, \$8.00

DEED OF FULL RECONVEYANCE

The undersigned as Trustee or Successor Trustee under that certain Trust Deed described as follows:

	Dated	:March 5, 1987 Recorded : October 23, 1987
۲3 ۲	Fee Number	:80791 Book : M67 Page : 19233
~	County Of	: Klamath
.	State Of	: Oregon
 	Trustor	:Bruce Jay Clayman
ady -	Trustee	:Jeffery D. Ball, city Attorney
04 4	Beneficiary	City of Klamath Falls, a Municipal Corporation

having received from the Beneficiary under said Trust Deed, a written request to reconvey, reciting that the obligations secured by the Trust Deed have been released, does hereby grant, bargain, sell and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee(s) under said Deed of Trust. All Sums and other obligations secured by the trust deed have not been fully paid or satisfied, but the trustee is releasing the real property as security for said Date .:

Attorney

"S USE

STATE OF OREGON,

ATC

Return:

County of KIAMA+

BE JT. REMEMBE	RED, That on this 1844 day of April 1991
named.	, a Wolary Public in and los and
THUS MARPS	
Kiðwn to me to be the i actinowichted to me that	dentical individual described in and who executed the within instrument and <u>hE</u> executed the same treely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. <u>Mac</u>
GENERAL ACKNOWLEDGMENT	Notary Public for Oregon My Commission expires

Form No. 0-16