

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME  
STREET  
ADDRESS  
CITY  
STATE  
ZIPE. W. Kittell  
919 West Bonita Ave.  
Claremont, CA 91711Aspen Title Co.  
on this 5th day of Nov. A.D., 19 91  
at 4:07 o'clock P.M. and duly recorded  
in Vol. M91 of Attorney Page 23206  
Evelyn Biehn County Clerk  
By Barbara S. Kittell  
Deputy.

Fee, \$5.00

# 01037632 Aspen Title  
**POWER OF ATTORNEY — GENERAL** [includes optional DURABLE POWER OF ATTORNEY]  
KNOW ALL PERSONS BY THESE PRESENTS: That I, BARBARA S. KITTELLthe undersigned (jointly or severally, if more than one) hereby make, constitute and appoint E. W. KITTELL

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand.

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon To contract for, purchase, receive and take possession thereof and of evidence of title thereto, to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development, to sell, exchange, grant or convey the same with or without warranty, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security, and to loan money and receive negotiable or non-negotiable notes therefor with such security as he/she shall deem proper.

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustee or beneficiary, to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security, to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof.

(f) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing or any kind or class as may be necessary or proper in the premises

(g) [Strike if not applicable] This Power of Attorney shall not be affected by subsequent incapacity of the principal [and shall remain effective for a period of indefinite years after the disability or incapacity occurs](h) [Strike if not applicable] This Power of Attorney shall become effective upon the incapacity of the principal [and shall remain effective for a period of indefinite years after the disability or incapacity occurs](i) If (g) and/or (h) are not stricken, the following warning applies - **WARNING TO PERSON EXECUTING THIS DOCUMENT:**

This is an important legal document. It creates a durable power of attorney. Before executing this document, you should know these important facts:

1. This document may provide the person you designate as your attorney in fact with broad powers to manage, dispose, sell, and convey your real and personal property and to borrow money using your property as security for the loan.

2. These powers will exist for an indefinite period of time unless you limit their duration in this document. These powers will continue to exist notwithstanding your subsequent disability or incapacity.

3. You have the right to revoke or terminate this power of attorney.

4. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

**GIVING AND GRANTING** unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situate.

My said Attorney is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto, and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 28th day of October, 19 91

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELESOn this 28th day of October, in the year 19 91, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara S. Kittell X X X X X  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed it.

WITNESS my hand and official seal.

Notary Public in and for said State.

POWER OF ATTORNEY-GENERAL includes  
optional DURABLE POWER OF ATTORNEY  
WOLCOTT'S FORM 1400-Rev. 12-86  
© 1986 WOLCOTT'S, INC. (price class 3)This standard form covers most usual problems in the field indicated. Before you  
sign, read it, fill in all blanks, and make changes proper to your transaction.  
Consult a lawyer if you doubt the form's fitness for your purpose.

A parcel of land situate in the NE 1/4 of the SW 1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Commencing at the West one-fourth corner of said Section 5; thence South 0 degrees 06' West along the West boundary of said Section 5, a distance of 185.70 feet to the South boundary of Autumn Avenue; thence North 89 degrees 17' East, along the South boundary of Autumn Avenue 1773.18 feet to the Westerly boundary of the Dalles-California Highway and the true point of beginning of this description; thence South 27 degrees 37' West along said highway boundary 285 feet more or less to the North line of that certain property described in Book M-81 at Page 20087, Microfilm Records of Klamath County, Oregon; thence West along said North line 150 feet more or less to the Northwest corner of that certain property described in Book M-81 at Page 20087; thence North 5 degrees 32' East, 249.03 feet, more or less to the South boundary of Autumn Avenue; thence North 89 degrees 17' East along the South boundary of Autumn Avenue, 256.10 feet to the point of beginning.

The basis of bearing for this description is Survey No. 65 as recorded in the Klamath County Engineers Office.

EXCEPTING THEREFROM that portion conveyed to Klamath County by instrument dated April 24, 1974, and recorded May 8, 1974 in Book M-74 at Page 5737, Microfilm Records of Klamath County, Oregon.

CODE 4 MAP 3909-5CA TL 1300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 5th day  
of Nov. A.D., 19 91 at 4:07 o'clock P M., and duly recorded in Vol. M91,  
of Mortgages on Page 23203.

Evelyn Biehn • County Clerk

FEE \$18.00

By Pauline Mullender

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 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: 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 word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

*Larry T. Snyder*  
LARRY T. SNYDER  
*Susan K. Snyder*  
SUSAN K. SNYDER

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON, }  
County of *Klamath* } ss.  
This instrument was acknowledged before me on  
*11/4* 19 *91*, by  
*LARRY T. SNYDER AND SUSAN K. SNYDER*  
*[Signature]*  
Notary Public for Oregon  
(SEAL) My commission expires: *7-23-93*

STATE OF OREGON, }  
County of \_\_\_\_\_ } ss.  
This instrument was acknowledged before me on \_\_\_\_\_,  
19 \_\_\_\_\_, by \_\_\_\_\_,  
as \_\_\_\_\_  
of \_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_ (SEAL)

REQUEST 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 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 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. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor  
Beneficiary

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, }  
County of \_\_\_\_\_ } ss.

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.

ASPEN TITLE & ESCROW, INC.  
525 MAIN STREET  
KLAMATH FALLS, OR 97601

NAME TITLE  
By \_\_\_\_\_ Deputy