

37376

Vol. m91 Page 23853

KNOW ALL MEN BY THESE PRESENTS, That whereas Marie Estella Turner

Letter, Warrant or Power of Attorney, bearing the date of Nov. 12, 1991, in and by Connie Marie Markley did make, constitute and appoint Connie Marie Markley true and lawful Attorney, for the purposes and with the powers therein set forth; as will more fully and at large appear by reference thereto, or to the record thereof, made on the 14 day of Nov., 1991, recorded in the office of the County Clerk of the County of Klamath, State of Oregon, in book/reel/volume No. _____ at page _____ or as document/fee/file/instrument/microfilm No. _____ (indicate which), of _____

NOW THEREFORE, I the said Marie Estella Turner

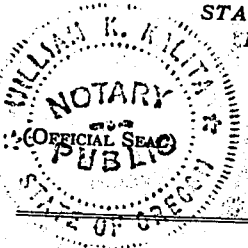
divers good causes and considerations, I hereunto moving, having revoked, countermanded, annulled, and made void, and by these presents do revoke, countermand, annul and make void the said Letter, Warrant or Power of Attorney, and all power and authority thereby given, or intended to be given to the said Connie Marie Markley

IN WITNESS WHEREOF, I have hereunto set my hand... and seal... this November 12, 1991.

Marie E. Turner

STATE OF OREGON, County of Klamath, ss. November 12, 1991
Personally appeared the above named Marie Estella Turner
and acknowledged the foregoing to be her voluntary act and deed.

Before me: William K. Kalita
Notary Public for Oregon—My commission expires: 12/25/92



Revocation of
Power of Attorney

After recording return to:
TO
Mrs. Marie E. Turner
P.O. Box 469
Chiloquin, OR 97624

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$5.00

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 14th day of Nov., 1991, at 2:38 o'clock P.M., and recorded in book/reel/volume No. M91 on page 23853 or as document/fee/file/instrument/microfilm No. 37376, Record of Power of Attorney of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
NAME TITLE

By Dorlene M. Mulholland Deputy

5.10
91 NOV 14 PM 2 38

PROMISSORY NOTELoan Amount: \$3,100.00Loan Number: HRL-31-85Date: November 8, 1991

Klamath Falls, Oregon 97601

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the City of Klamath Falls, a municipal corporation of the State of Oregon (City), or its successors, the sum of Three Thousand One Hundred Dollars (\$3,100.00) plus simple interest at the rate of three percent (3%) per annum.

This note shall become due and payable on the 14th day of November, 2005, or upon the actual or attempted transfer--voluntary or involuntary--including by operation of law or upon the death of the last of the undersigned, of certain real property identified in the Trust Deed dated November 6, 1991, whichever occurs first. Said payment shall be made in lawful money of the United States of America at the office of the City Finance Director of Klamath Falls, Oregon, or at such other place as may be designated by the City.

The undersigned reserves the right to repay at any time all of the principal amount of this Note, together with accrued interest, in a single payment without the payment of penalties, discount or premiums. In addition, the undersigned reserves the right to make partial payments against the outstanding principal and accrued interest without payment of penalty, discount or premiums, provided such payments shall first be credited against accrued interest.

If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs of the holder thereof; and if suit or action is filed hereon, also promises to pay (1) the holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, THIS NOTE HAS BEEN DULY EXECUTED BY THE UNDERSIGNED THIS 7th day of November, 1991.

Donald L. Cabitto, Sr.
Donald L. Cabitto, Sr.

Donald L. Cabitto, Jr.
Donald L. Cabitto, Jr.

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Donald L. Cabitto, Sr. and Donald L. Cabitto, Jr. and acknowledged the foregoing instrument to be their voluntary act and deed.

Trace R Braco
Notary Public for Oregon
My Commission Expires: 03-13-93

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

AFTER RECORDING RETURN TO:
City of Klamath Falls
P. O. Box 237
Klamath Falls, OR 97601

City of Klamath Falls
on this 14th day of Nov. A.D., 19 91
at 2:16 o'clock P M. and duly recorded
in Vol. M91 of Mortgages Page 23850
Evelyn Biehn, County Clerk
By Pauline Mulendore
Deputy.

Fee, \$18.00

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, household or agricultural purposes (see Important Notice below),

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 or 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

November 7, 1991

Personally appeared the above named

Donald L. Cabitto, Sr. and
Donald L. Cabitto, Jr.

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 03-13-93

STATE OF OREGON, County of

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Personally appeared

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL 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)

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

Donald L. Cabitto, Sr. &
Donald L. Cabitto, Jr.
tenants in common

Grantor

City of Klamath Falls
P. O. Box 237
Klamath Falls, OR 97601

Beneficiary

AFTER RECORDING RETURN TO

City of Klamath Falls
P. O. Box 237
Klamath Falls, OR 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON

County of

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By _____ Title Deputy

33820