



The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except the Trust Deed dated February 26, 1976, recorded February 26, 1976, Volume M76, page 2750, Microfilm Records of Klamath County, Oregon, wherein the beneficiary is Klamath Falls First Federal Savings and Loan Association of Klamath Falls. The above Grantor and that he will warrant and forever defend the same against all persons whomsoever. does not agree to assume and to pay this obligation.

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.

Rolland C. McCarty  
ROLLAND C. MCCARTY

State of Oregon

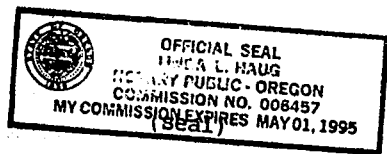
County of Klamath

December 13, 1991

Personally appeared the above named Rolland C. McCarty and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.

Linda L. Haug  
Notary Public for Oregon  
My Commission expires: 5-1-95



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\_\_\_\_

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.

ROLLAND C. MCCARTY  
2933 KNOLLWOOD DR.  
CAMERON PARK, CA 95682  
Grantor

MARY Z. DREW DANIELS  
Beneficiary

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY  
OF KLAMATH COUNTY

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.

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

EXHIBIT A  
LEGAL DESCRIPTION

## PARCEL 1

A tract of land in Lots 5, 6, and 7 in Block 44 of NICHOLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at a point 201 1/2 feet North 51 degrees 15' West of a point 60 feet North 38 degrees 45' East of the Northeast corner of Block 12 in the City of Klamath Falls (being the corner of said Block formed by the intersection of 9th and High Streets) said point of beginning being on the Street line of 9th Street; thence North 38 degrees 45' East 155 feet 9 inches; thence North 51 degrees 15' West parallel to 9th Street 41 1/2 feet; thence South 38 degrees 35' West 155 feet 9 inches to street line of 9th Street; thence South 51 degrees 15' East 41 1/2 feet to the point of beginning.

## PARCEL 2

That portion of Block 44 of NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon particularly described as:

Beginning at a point 243 feet North, 51 degrees 15' West of a point 60 feet North, 38 degrees 45' East of the Northeast corner of Block 12, in the City of Klamath Falls (formerly Linkville), sometimes described as Block 12 of Nichols Addition to the City of Klamath Falls, formerly Linkville, said point of beginning being on the Northeasterly line of Ninth Street; thence continuing North 51 degrees 15' West, a distance of 3.0 feet; thence North 38 degrees 45' East, at right angles to Ninth Street, a distance of 81.10 feet; thence South 51 degrees 15' East a distance of 3.0 feet; thence South 38 degrees 45' West a distance of 81.10 feet to the point of beginning; said parcel being the Southeasterly 3.0 feet of the Southwesterly 81.10 feet of that parcel described in Deed Volume M78, page 8088, Microfilm Records of Klamath County, Oregon.

## EXHIBIT "A"

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Trust Deed now of record which was recorded on 02/27/76, in Volume M76, Page 2750, Microfilm Records of Klamath County, Oregon, in favor of MARY Z. DREW DANIELS, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of \*\*, and will save the Grantors herein harmless therefrom.

\*\*First Federal Savings and Loan Association of Klamath Falls

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 19th day  
of Dec. A.D., 19 91 at 9:20 o'clock A M., and duly recorded in Vol. M91,  
of Mortgages on Page 26427.

FEE \$23.00

Evelyn Biehn County Clerk

By Quilley Neidmeyer