

10 92 ... between

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.

Anesti N. Auden
ANESTI N. AUDEH

STATE OF OREGON, County of Klamath) ss. 1/28, 92
This instrument was acknowledged before me on
by ANESTI N. AUDEH

This instrument was acknowledged before me on
by
as
of

Nancy M. Phinip
My commission expires 6/8/92 Notary Public for Oregon

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.

ANESTI N. AUDEH
1856 O'LEARY LANE
CONCORD, CA 94521

Grantor

GLEN L. TERRIERE and JAMES P. O'SHEA
451 DONALD
KLAMATH FALLS, OR 97601

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY
OF KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
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/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 TITLE
By Deputy

MTC NO: 26795-KR

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lot 9 and the Southeasterly 1/2 of Lot 8, HIGHLAND PARK, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeasterly corner of Lot 8; thence Southwesterly along the Easterly line of said Lot, 200 feet to the Southeasterly corner thereof; thence Northwesterly along the Southwesterly line of said Lot a distance of 36 feet to a point; thence Northeasterly and parallel with Easterly line of said Lot a distance of 200 feet to a point on the Northeasterly line of said Lot; thence Southeasterly along the Northeasterly line of said Lot a distance of 36 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission in Volume M72, page 1639, Microfilm Records of Klamath County, Oregon.

PARCEL 2:

The Northwesterly one-half of Lot 10 of HIGHLAND PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission in Volume M72 at page 1639, 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 02/21/91, in Volume M91, Page 3208, Microfilm Records of Klamath County, Oregon, in favor of LOUIS V. SCHWEIGER, 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 LOUIS V. SCHWEIGER, and will save the Grantors herein harmless therefrom.

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 28th day
of Jan. A.D., 19 92 at 3:42 o'clock P. M., and duly recorded in Vol. M92
of Mortgages on Page 1822

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Muelendore