

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 except those described on EXHIBIT "B" attached hereto and incorporated herein by this reference.

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.

VIETS & VIETS, INC., an Oregon corporation

By: Edgar L. Viets, pres.

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____, 19____,

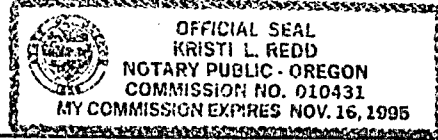
by _____

This instrument was acknowledged before me on November 17, 1992,

by Edgar L. Viets

as President

of Viets & Viets, Inc., an Oregon corporation



Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/95

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.

Viets & Viets, Inc.
2199 Crest
Klamath Falls, OR 97603
Grantor

Laurine C. Graham
2043 E. 10th St.
Klamath Falls, OR 97603
Beneficiary

AFTER RECORDING RETURN TO

MTC
222 S. 6th St.
Klamath Falls, OR
97601

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

27411

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Tract 36 and 43 ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning on the Southerly line of Shasta Way, South 0 degrees 00 1/2' East 73 feet and North 89 degrees 54' East 280 feet form the section corner common to Sections 33 and 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 0 degrees 00 1/2' East parallel with the West line of said Tract 43 along the East line of the tracts of land described in 2 deeds recorded in Deed Volume 225 at page 261 and Deed Volume 255 at page 613, 659.44 feet to the Northeast line of Pershing Way; thence South 55 degrees 50 1/2' East 277.99 feet along said Northeasterly line of Pershing Way; thence North 0 degrees 00 1/2' West 820 feet more or less to the Southerly line of Shasta Way; thence South 89 degrees 54' West 230 feet to the point of beginning.

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Project and Klamath Irrigation District.
4. An easement created by instrument, subject to the terms and provisions thereof,
 Dated: March 20, 1959
 Recorded: March 20, 1959
 Volume: 310, page 653, Deed Records of Klamath County, Oregon
 In Favor of: Oregon Water Corporation, an Oregon corporation
 For: Rickfalls, Inc., an Oregon corporation
5. An easement created by instrument, subject to the terms and provisions thereof,
 Dated: March 20, 1959
 Recorded: March 25, 1959
 Volume: 311, page 38, Deed Records of Klamath County, Oregon
 In favor of: The California Oregon Power Company, a California corporation
 For: A right of way over the East 10 feet and the West 10 feet
6. Subject to any existing leases and tenancies, if any.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co. the 18th day
 of Nov. A.D., 19 92 at 11:40 o'clock A M., and duly recorded in Vol. M92
 of Mortgages on Page 27409
 FEE \$25.00
 Evelyn Biehn County Clerk
 By Pauline M. Mullen

EXHIBIT "B"