CLAIM OF LIEN

1. Attaching to Chattels:

LEE'S LISTINGS, INC., lien creditor, claims a non-possesory lien in the amount of **FOUR THOUSAND DOLLARS ($4000.00)**, net of credits and offsets, against certain chattels owned by **TERRY MERRILL** and **KATHLEEN MERRILL**, debtors, for labor and services performed by the lien creditor, pursuant to ORS 87.216 et seq.

Said chattels consist of: a mobile home described as a 1981 Lamplighter Modular home, serial number 17061, bearing plate number X170072, being a 14' x 66', three bedroom, two bath mobile home with a 15' x 20' add-on; a 10' x 10' movable shed; a 9' x 10' movable shed; and certain fixtures, furnishings, and the like customarily found therewith, as more fully described in the Listing Agreement executed between the parties, marked 'Exhibit A' and attached hereto. Said chattels are customarily found at 2310 Grape Street, Klamath Falls, Klamath County, Oregon.

On or about September 20, 1993, lien creditor and owner entered into a contract wherein lien creditor was to list, and find a buyer for said property, for consideration of such net in excess of twelve thousand dollars. Lien creditor performed fully, in finding a buyer for said property, at the price of sixteen thousand dollars. In providing a ready, willing, and able buyer, lien creditor performed fully, and is therefore entitled to its commision of four thousand dollars. Owners declined to execute the necessary documentation for the Department of Motor Vehicles to transfer title.

Said amount of $4000.00 is a bona fide existing debt as of the date of filing of notice of this lien. Said debt was due on or about November 8, 1993.

2. Attaching to Proceeds:

Pursuant to ORS 87.236, claimant also claims a lien for said amount of $4000.00 against the proceeeds of sale of said property. Owners have sold or delivered to be sold said property to an agent, broker, or other person, for which proceeds are expected but which have not yet been delivered to owners.

12-22-93

David R. Mannix
Attorney for Lee's Listings, Inc.

CC
20.00

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Klamath)

I, Pamela Lee, being first duly sworn, do depose and say that:

I am the President of Lee's Listings, Inc., an Oregon corporation engaged in the business of brokering mobile homes and associated personal property.

Lee's Listings, Inc., is the lien claimant referred to above. The facts as alleged therein are true to the best of my knowledge and belief.

Pamela Lee
Affiant

SIGNED AND SWORN TO before me this 22nd day of December, 1993

Phyllis J. McCasland
Notary Public for Oregon. My commission expires June 28, 1996

OFFICIAL SEAL
PHYLLIS J. MCCASLAND
NOTARY PUBLIC - OREGON
COMMISSION NO. 016377
MY COMMISSION EXPIRES JUN 28, 1996

DAVID MANNIX
Attorney at Law
O.S.B. 87291
409 Pine St. #311
Klamath Falls, OR 97601
(503) 883-1263

Rodney 150 e Evansville IN

EXCLUSIVE LISTING CONTRACT

FOR SALE OF MANUFACTURED HOME OR RECREATIONAL VEHICLE

34315

3-17-88

TO Lees Listings Inc
(RETAILER OR AGENT)

(In this contract the words I, me and my refer to the Owner(s) signing this contract. The words you and your refer to the Retailer or Agent.)

In consideration of your agreement to list and to use your efforts to find a Purchaser for the Manufactured Home or Recreational Vehicle herein described, I hereby give you the sole and exclusive right to sell said Manufactured Home or Recreational Vehicle for a period of 180 days from this date, and thereafter until this agreement shall have been revoked by ten (10) days notice of termination in writing delivered to you, but in any event for not longer than 6 month(s) from date.

MAKE	MODEL	YEAR	FLOOR SIZE	HITCH SIZE	BEDROOMS	BATHS
Modurine	Lamplighter	81	66 w. 14	70w. 14	3	2

SERIAL NUMBER	H.U.D. NO. OR DEPT. OF HOUSING NO.	LICENSE NO.
17041		X170072

LOCATION	OWNER'S ADDRESS & PHONE NO.	
2310 Grape St	Terry Merrill	884-1980

FINANCED THROUGH	AMOUNT OWING	ACCOUNT NO.
First Federal	$12000 00	

N/A 1. You are hereby authorized to negotiate for the sale of, and to sell, said Manufactured Home or Recreational Vehicle for $_____, F.O.B. present location, of which not less than $_____ shall be paid as earnest money by the Purchaser, to be held by you until date of closing. If sale is closed for an amount greater than the selling price listed herein, I agree to pay you the commission (as set forth in paragraph #8) on the stated selling price, and to divide equally between you and me the excess over and above said selling price.

1 A. Or I agree to accept a net flat price of $12000 00 authorizing you to retain any amount received over and above said net price as reimbursement for expenses involved and, as a selling commission.

2. I agree to deliver said Manufactured Home or Recreational Vehicle to Purchaser free and clear of all liens including taxes, assessments, license fees, etc., including ground rental (if on rented ground) paid to the date of delivery, and that said Manufactured Home or Recreational Vehicle is free and clear of all personal property judgments and encumbrances, other than as indicated above.

3. I agree, unless otherwise specifically denied herein, that said Manufactured Home or Recreational Vehicle is now, or will be prepared by time of sale, to be safely towed from present site to destination.

4. Evidence of title will be furnished in the form of either a bill of sale or, in title states, a certificate of title.

5. You are authorized, on my behalf, to qualify and accept an offer of a purchaser which shall be in accordance with said terms, and to execute a contract of sale therefor.

6. You are further authorized to negotiate for the sale of and to sell said Manufactured Home or Recreational Vehicle for such lesser sum or upon such different terms (including the acceptance of other property in trade), if I shall set forth such changes in writing.

7. The exclusive right to advertise said Manufactured Home or Recreational Vehicle is granted to you which advertisement may be done by insertion of ads in newspapers, the broadcasting of same on radio, the placing of a "FOR SALE" sign on the premises or by such other means of advertising as are commonly used together with the right to exhibit said Manufactured Home or Recreational Vehicle at reasonable hours to prospective Purchasers. If by mutual consent, the above described Manufactured Home or Recreational Vehicle be withdrawn from sale before the expiration of this listing contract, I agree to pay you one and one-half percent (1½%) of the last quoted sales price on said Manufactured Home or Recreational Vehicle, as liquidated damages to reimburse you for advertising sales costs and losses incurred as the result of my failure to adhere to the full term or period of this contract.

8. If a sale or exchange is made or a Purchaser procured therefore by you, by me, or by any other person, at the price or upon the terms specified herein, or at any other terms and price accepted by me during the life of this contract; (or within three (3) months after the termination of this contract, to anyone with whom you negotiated or discussed the sale during the life of this contract and whose name you have filed with me in writing prior to the termination of this contract) I agree to pay you a commission of 10 % of the sale price.

9. For the payment of said commission, which shall be due and payable upon closing of any contract to sell or sale made hereunder, you shall have an equitable lien upon said Manufactured Home or Recreational Vehicle therefor, and upon the proceeds in whole or in part of said sale.

10. During the term of this contract, I agree not to lease, rent, sell or negotiate for the sale of said Manufactured Home or Recreational Vehicle, except through you nor give any broker, firm or other person authority to sell, or negotiate for the sale of said Manufactured Home or Recreational Vehicle. I agree to refer to you all inquiries received concerning the sale of said Manufactured Home or Recreational Vehicle.

11. I agree to notify you at least 72 hours prior to moving said Manufactured Home or Recreational Vehicle and to give its new location.

12. In the event any Purchaser forfeits the earnest money paid by him, all expenses of advertising and incidental costs actually incurred by you shall be deducted therefrom, with the remainder being equally divided between you and me.

13. No deductions shall be made in the amount of commission due and to be paid you in the event I accept as part consideration, other property of any kind, in trade.

14. I agree to vacate said Manufactured Home or Recreational Vehicle VACANT days from the date of closing of the sale and in the event it is not so vacated, the amount of $ NRS per month shall be paid by me to the Purchaser as liquidated damages.

15. I agree to carry my own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage, hail and vandalism, and to release you from any and all liability during the term of this contract.

16. I have (have not) obtained permission from the park owner that the Manufactured Home will be accepted for future location in the park, subject to qualifying of the prospective Purchaser.

— ITEMS INCLUDED WITH SALE OF ABOVE PROPERTY —

(Strike Out Those Items Not Applicable — List All Appliances By Make, Model, Year and Serial Number on Back of Form)

~~BEDS~~	CARPETING	DRAPES/CURTAINS	AIR CONDITIONER Central — Window	9x16 Covered 45 from New
~~LAMPS~~	~~DINING SET~~	~~COUCH/CHAIRS~~	TELEVISION ANTENNA	15x20 Enclosed Porch
FURNACE	~~END TABLES~~	REFRIGERATOR	SEWER-WATER FITTINGS	Rooms as
SCREENS	OVEN/RANGE	~~WASHER/DRYER~~	STORM WINDOWS Self Storing	10x10 + 9x10 Shed
~~AWNINGS~~	~~DISH WASHER~~			
ANCHORS	PORCH/STEPS	~~AXLES/TIRES~~		
SKIRTING	~~GAS BOTTLES~~	STORAGE SHED ?		

Dated this 20 day of Sept, 19 87

Accepted
Lees Listings Inc
RETAILER OR AGENT
By _____
ATTACH PHOTO TO BACK

X Terry L. Merrill (Seal)
OWNER

(Seal)
OWNER

EXCLUSIVE LISTING CONTRACT

FOR SALE OF MANUFACTURED HOME OR RECREATIONAL VEHICLE

34316

(Seller(s) or Agent)

(In this contract the words I, me, and my refer to the Owner(s) signing this contract. The words you and your refer to the Retailer or Agent.)

In consideration of your agreement to list and to use your efforts to find a Purchaser for this Manufactured Home or Recreational Vehicle therein described, I hereby give you the sole and exclusive right to sell said Manufactured Home or Recreational Vehicle for a period of 120 days from this date, and thereafter until this agreement shall have been revoked by ten (10) days notice of termination in writing delivered to you, but in any event for not longer than 6 month(s) from date.

MAKE	MODEL	YEAR	FLOOR SIZE	HITCH SIZE	BEDROOMS	BATHS
Redman	Patriot	81	14 x 70		3	2

Serial No. | HUD No. or Dept. of HOUSING No. | License No.

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of David Mannix the 22nd day of Dec. A.D., 19 93 at 2:35 o'clock P M., and duly recorded in Vol. M93, of Liens Upon Chattels on Page 34313

Evelyn Biehn County Clerk

By Connie Millenbach

FEE $20.00

said net price as remunerative for expenses involved and as a selling commission.

2. I agree to deliver said Manufactured Home or Recreational Vehicle to Purchaser free and clear of all liens, including taxes, assessments, license fees, etc., including ground rental (if on rented ground) paid to the date of delivery, and that said Manufactured Home or Recreational Vehicle is free and clear of all personal property, judgments and encumbrances, other than as indicated above.

3. Unless otherwise specifically denied herein, that said Manufactured Home or Recreational Vehicle is now, or will be prepared by time of sale, to be safely towed (not practically) to destination.

4. Evidence of title will be furnished in the form of and/or a bill of sale or, in title states, a certificate of title.

5. You are authorized, on my behalf, to qualify and accept an offer of a purchaser which shall be in accordance with said terms and to execute a contract of said litigation.

6. You are hereby authorized to negotiate for the sale of and to sell said Manufactured Home or Recreational Vehicle for such lesser sum or upon such different terms (including the acceptance of other property in trade), if I shall set forth such changes in writing.

7. The exclusive right of advertising said Manufactured Home or Recreational Vehicle is granted to you which advertisement may be made by insertion of ads in newspapers (the type depending on cost), the placing of a "FOR SALE" sign on the premises or such other means of advertising as are commonly used to exploit said Manufactured Home or Recreational Vehicle at reasonable hours to prospective purchasers. If by mutual consent, the above described Manufactured Home or Recreational Vehicle is withdrawn from sale before the expiration of this listing contract, I agree to pay you one and one-half percent (1½%) of the last quoted sales price on said Manufactured Home or Recreational Vehicle, as liquidated damages to reimburse you for advertising sales costs and losses incurred as the result of my failure to adhere to the full term or period of this contract.

8. If a sale or exchange is made or a Purchaser procured (the same by you, by me or by any other person) at the price or upon the terms specified herein, or at any other terms and price accepted by me during the life of this contract (or within three (3) months after this termination or this contract) to anyone with whom you negotiated or discussed this sale during the life of this contract and whose name you have filed with me in writing prior to the termination of this contract) I agree to pay you a commission of 10 % of the sale price.

9. For the payment of said commission, which shall be due and payable upon closing of any contract to sell or sale made hereunder, you shall have an equitable lien upon said Manufactured Home or Recreational Vehicle therefor, and upon the proceeds in whole or in part of said sale.

10. During the term of this contract, I agree not to lease, rent, sell or negotiate for the sale of said Manufactured Home or Recreational Vehicle, except through you nor give any broker, firm or other person authority to sell, or negotiate for the sale of said Manufactured Home or Recreational Vehicle, so as to refer to you all inquiries received concerning the sale of said Manufactured Home or Recreational Vehicle.

11. I agree to notify you at least 72 hours prior to moving said Manufactured Home or Recreational Vehicle and to give its new location.

12. In the event any Purchaser forfeits the earnest money paid by him, all expenses of advertising and incidental costs actually incurred by you shall be deducted therefrom with the remainder being equally divided between you and me.

13. No deductions shall be made in the amount of commission due and to be paid you in the event I accept as part consideration other property of any kind, in trade.

14. I agree to vacate said Manufactured Home or Recreational Vehicle N/A days from the date of closing of the sale and in the event it is not so vacated, the amount of $ N/A per month shall be paid by me to the Purchasers as liquidated damages.

15. I agree to carry my own liability and comprehensive insurance to protect against theft, pilferage, fire, windstorm, water damage and explosion and to release you without any and all liability during the term of this contract.

16. I have (have not) obtained (an) advance(s) from the said owner that the Mobilehome Trade will be accepted for future inspection in the case subject to qualifying of the prospective Purchaser.

ITEMS INCLUDED WITH SALE OF ABOVE PROPERTY

(Strike Out Those Items Not Applicable — List All Appliances By Make, Model, Year and Serial Number on Back of Form)

Awnings	Dishwasher	Air Conditioning	Carpeting
Antenna	Disposal	Central Heating	Drapes
Skirting	Dryer Hookup	Refrigerator	Furnace
	Oven/Range	Television Antenna	Screens
	Range Hood	Sewer/Water Utilities	Shades
	Refrigerator	Storage Shed	Shutters
	Washer Hookup	Window Screens	Smoke Detector
	Water Softener		Vacuum System

Dated this 30 day of Dec, 19 93

Acceptance

Seller(s) or Agent

Attach Photo to Back

Form 673 REALTY BUSINESS FORMS
PRINTED IN OREGON

Rev. 8/87

Owner (Seal)

Owner (Seal)

73241 12-22-93P02:35 RCVD

This Trust Deed made this 22nd day of December, 1993, between
ANDREW N. VALDEZ AND MARIA S. VALDEZ as Grantor(s),
PURE PROJECT as Trustee, and KLAMATH COUNTY as beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 13, Block 67, BUENA VISTA ADDITION to the City of Klamath Falls, Klamath County, Oregon.

Together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ($ 3,030.00). This loan shall be interest-free (0%) and shall be due and payable in full upon sale or transfer, for any reason, of the subject property. The full amount of this note is due until 7-1-94. After 7-1-94 this note shall be reduced at a rate of 20% of the total each year over the next five (5) years and will be deemed fully satisfied 7-1-99

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

It is mutually agreed that:

3. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary.

4. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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 whosoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are for improvement of dwelling heating system on described property.

This deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devicees, administrators, executors, personal representatives, successors and assigns. The terms beneficiary shall mean the holder and owner, including pledges, or 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.

34318

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

ANDREW N. VALDEZ

MARIA S. VALDEZ

STATE OF OREGON)
) ss
County of Klamath)

ANDREW N. VALDEZ AND MARIA S. VALDEZ

This instrument was acknowledged before me on December 22, 1993

by

OFFICIAL SEAL
DONALD J. HOPERICH
NOTARY PUBLIC-OREGON
COMMISSION NO. 011490
MY COMMISSION EXPIRES DEC. 5, 1995

(SEAL)

Notary Public for Oregon

My commission expires: 12-5-95

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid or met.

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/or met and satisfied. You hereby are directed, on payment to you of any sum 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

The Trust Deed and the Promissory Note must not be lost or destroyed; and must be delivered to trustee before reconveyance shall be made.

TRUST DEED

ANDREW N. VALDEZ

MARIA S. VALDEZ

521 ADDISON

KLAMATH FALLS, OR 97601

Grantor(s)

KLAMATH COUNTY

Beneficiary

STATE OF OREGON, County of Klamath ss.

I certify that the within instrument was received for record, was received for record on the 22nd day of Dec., 19 93 at 2:35 o'clock P.M., and recorded in book/reel/Volume No. M93 on page 34313 or as fee/file/instrument/microfilm/reception No. 79261 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Name Title

By Deputy

Fee $15.00