Volimente Page 961

184

DEED OF TRUST ("Security Instrument") femiadoon March 28 THIS DEED OF TRUST ("Security Instrument") femiadoon March 28 19:94. Thegrantoris, Donald Inc. Balley and Comparity 5. Balley, husband and wife

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Troatee"). The beneficiary is

Alta Malin, filled, and the summer of the dest evidenced by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest, and all renevale, extensions and context by her Note, with interest and part of the security of this context. modifications; (b) the payment of all other, sums, with interest, advanced under paregraph 7 to protect the security of this modifications: (b) the payment of all other sums, with interest, advanced under paregraph 7 to protect the security of this Security Instrument; (c) the performance of Borrover's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances"), FUITURE ADVANCES Upon request to Borrower, Lender, in Lender's option prior infull reconsequence of the property by Trustee to Borrover, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secure 69 this Deed of Future advances deviced by promissory notes stating that said notes are secured hardey. For dus guidest, Burrover irravacably estimated corrects to Trustee, in trust, with sover of sale, the following degraded more are set of a secure of a sum and secure advances to Borrower. Such Future Advances are secured hardey. For dus guidest, Burrover irravacably estimated corrects to Trustee, in trust, with sover of sale, the following degraded more are set of a secure of a secure of the property of the secure of the property of the secure of the property of the performance of the property of the secure of the performance of the property of the secure of the property of the secure of the performance of the property of the secure of the performance of the performan

PLOUGISI TANKON BOARS and the Sources of States the States of Oregon.

FORUM AS

 "UNDER OREGON LAW: MOST AGREEMENTS; PROMISES AND COMMITMENTS MADE BY US

 AFTER THE EFFECTIVE DATE OF THIS AGT CONCENTING LOANS AND OTHER CREDIT EXTENSIONS

 WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSEHOLD TURPOSES OR SECURED SOLELY

 BY THE BORROWER'S RESTDENCE MUST BE IN WEITING, EXPRESS CONSIDERATION AND

 BE SIGNED BY US TO BE ENFORGEABLE."

 Which has the address of the START Avenue

 Step:
 27503

 BE SIGNED WING WING WING AND START AVENUE

 TOGETHER WITH all the improvements now os hereafter erected on the property, and all essencests, rights

apputtenances, rents, royalties, mineral, dil and gas rights and profits, water rights and stock and all fatures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred form this Security Instrument as the "Property." BORROWER COVENANTE that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant

and convey the Property and that the Property is unencambered, except for encumbrances of record. Borrower warrants and will defend generally the substo the Property against fill clauss and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to consultate a uniform sectifies an argument covering real property.

OREGON44Single (Family_CNMA/CHEMC) UNIFORM INSERMMENT

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1 Cavatent of Principal and interest treps visual and aprecasifollows. 2 Funds for Principal and interest treps visual and aprecasifollows. 2 Funds for Taxes and Instrance. Subject of applicible ray or to a written waiver by Lender, Borrower shall promptly pay when due to Lender on the day monthly payments are due inter the Note, until the Note is paid in full, a sum ("Funds") equal to one-welfth of: (a) yourly rayes and assessments witch may and priority over this Security Instrument; (b) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. basis of current data and reasonabluestimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for nolding and applying the Funds, analyzing the account or verifying the account service items, unless Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either prompily repaid to Borrower or credited to Borrower on monthly payments of Funds. If the at Borrower's option, either promptly repaid to Borrower or created to Borrower on montany payments of a basis a sin-amount of the Fandscheld by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. (301) Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower (10) Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower (10) Upon payment in full of all sums secured by the Security is sold of accounted by Lender. Lender shall apply, no later

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, so later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument. 3. Application of Payments. Unless applicable law provides atherwise, all payments received by Lender under

 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
 Charges; Lions. Borrower shall pay all faxes, assessments; charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall not then on time directly to the person owed navaent. Borrower shall promite formation to the person owed navaent. Borrower shall promite for paragraph 2, or if not paid in that manner. Borrower shall not the person owed navaent. Borrower shall promite for paragraph 2, or if not paid in that manner. Borrower shall promite the person owed navaent. Borrower shall promite for the person owed navaent. Borrower shall promite for the person owed navaent. Borrower shall promite for the person of the per pay them on time directly to the person owed payment. For ower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfesture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the liep to this Security Instrument. If Lencer determines that any part of the Property is subject to a lien which may actain priority everythis Security Instrument, Lender may give Borrower a notice identifying the lice. Horrower shall satisfy the lice on take one or more of the actions set forth above within 10 days

5 Hazard Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the terra "extended coverage" and any other hazards for which Leader requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

and All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lendershall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid preminims and reneyal notices. In the exent of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

6. Preservation and Maintenance of Property: Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee little shall not merge unless Lender agrees to the merger in writing. 7. Protection of Lander's Rights in the Property, Mortzage Insurance.

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations); then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument appearing in court, paying reasonable attorneys, sees and entering on the Property to make repairs. Although Lender, may take action under this paragraph 7, Lender does not have to do so.

Any smounts disbursed by Lender under time paragraph 7 shall become additional debt of Borrower secured by this Thily Instrument. Unless forfower and Lender agree to other terms of payment, these amounts shall bear interest from date of disbursement active State rate and Shall be psyches with interest, upog notice from Lender to Borrower interest from mosting payment.

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If Lendersrequired mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Barrower's and Lender's written agreement or applicable law. 8. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the same secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bonad; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security or paragraph 17. Borrower structures into agreements share of joint and structure truty borrower who do explore that and convey Instrument buildoes not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Horrower's consent.
12. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is Scally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any sums already collected from Borrower which exceeded permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. I a refund reduces principal, the reduction will be treated as a partial prepayment without any drepayment charge under the Note.
13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforeable according to its terms, Lender, at its option, may require minifediate payment in full or all sums secured by this Security Instrument and may invoke any remedies paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

paragraph 17 14. Notices: Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided of the security function of the deemed to have been given to Borrower or Lender when given as provided of the security function of the deemed to have been given to Borrower or Lender when given as provided

in this paragraph. 15. Governing Law, Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not sneet other provisions of this Security Instrument or the Note which he given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are period to be severable.

which can be given effect without the conflucting provision. To this end the provisions of this Security Instrument and the Note are beclared to be severable. 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender usity at its option, require immediate payment in full of all sums secured by this Security Instrument Thowever, this option shall not be exercised by Lender if exercise is prohibited by rederal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. There were fails to pay these sums prior to the expiration of this period. Lender may invoke any this Security Distrument. Theorower fails to pay these sums prior to the expiration of this period. Lender may invoke any this Security Distrument.

this Security Instrument. If Borrower fails to pay these solats prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further actice or demand on Borrower. 18. Borrower's Right to Relastice. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) eatry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred. (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' regulate to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secure by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this right to reinstatement by the obligations secure hereby shall remain fully effective as if no acceleration hat occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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ention following Bortowa's brach of ration onder paragraphs 13 and 17 thiess applicable The action required to cure the default (c) a date, not less tto Borrower, by which the default must be cured; and (d) that failure to cure the default effore the date specified in the rotice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The nonce shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice. Lender at its option may tequire immediate payment in full of all sums secured by this Security Instrument willout further demand and may invoke the power of sale and any other remedies permitted by applicable

law. Lender shall be entited to collect all expenses incurred in pursuing the remedies provided in this peragraph 19, including, our not limited to, reasonable attorneys fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trastee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall, give notice of sale in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public anching to the highest bidder at the time and place, and under the terms designated in the nonce of sale in one or more parcels and in any order Trustee tetermines. Trustee may postpone sale of all or any parcel of the property at any sale. Trustee is an any order Trustee tetermines. Trustee may postpone sale of all or any parcel of the property at any sale. Trustee is deed conveying the Property without any covenant or warranty, expressed or implied The recitals it the Trustee's deed shall be prime frequence of the truth of the statements made therein. Trustee shall apply the process of the sale in the prime following order (a) to all sums secured by the Security Institute and Clary excess to the persons begalt apply institute in a different and of the property at any sale.

and attomeys' tees; (b) to all sums secured by this Security Institutent; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entited to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Beconveyance: Upon payment of all sums secured by this Security Instrument. 21. Beconveyance: Upon payment of all sums secured by this Security Instrument.

Instrument to Trustee. Trustee abalt recorrect the Property without warranty to the person or persons legally entitled to it for a fee of itot less than \$5.00. Such person or persons shall pay any recordation costs. 22. Substitute Trustee that are from time to the Property vithout warranty in the person or persons legally entitled to it for a fee of itot less than \$5.00. Such person or persons shall pay any recordation costs. 22. Substitute Trustee that are from time to the Property for the successor trustee to any Trustee appoint a successor trustee to any Trustee appointed lierender. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and dates conferred upon Trustee herein and by applicable law.

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Appointed hereinder. Without can evalue of the Property, the successor nusive shall succeed to all the title, power and daties conferred upon Traislee herein and by applicable law.
23. Use of Property. The Property is not chrisely used for agricultural, timber or grazing purposes.
24. Afferrieys Frees As used in this Security Instrument and in the Note, "attanneys frees" shall include any attorneys frees awarded by an appellate court.
25. Roters to this Security instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. Between the covenants and appellate court.
25. Roters to this Security Instrument. If one or more risers are excured by Borrower and recorded together with this Security Instrument. Between the covenants and appellate court.
26. Roters and appellate court.
27. Roters and a specific or the structure of the security Instrument. If Check Applicable Box(es)!
28. Adjustable Bate Roter
29. Adjustable Bate Roter
20. Adjustable Bate

BY SIGNING BELOW Borrower accepts and egrees to the tenns and Covenants contained in this Security Instrument 182 Carves Grid

Bar Siloniano Bellowi Bonower and recorded with all and in any inder(s) executed by Bonower and recorded with all a second strain and in any inder(s) executed by Bonower and recorded with all a second strain and the seco (Seal) BOOLD OF AND AND THE STATE OF A DONALD CONTRACT - Borrower herattorne

Aduderis S. Bailey by Duhald L. Balan Secolar as in the second second

the foregoing instrument was accurately ged before me this and the March 28, 1994 - Contraction and the set (date)

Donald Lee Bailey and Kimbelly S. Bailey by Donald L. her attorney in fact (propositions stored and the Railev

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This instrument was prepared by Klamath First Federal Savings & Loan Association



Persuant to ORS 92-740; the undersighed states:

Ocenon. Case no. 9.55344 CV.

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Altomey et Law 540 Main Street MATH FALLS, ORE -

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1. Es Plainilif, L. Varis McZauden, conservator of the estate of Gindys Mcraden, has filed an acting in the Circuit Court for Klamath County, State of

The Dafendent is: Mars G. Schuzalrs

3. The offect of the section Ter Cheplant for Strict Foreclosure of Link

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All Street ta î

Whe description of pre cost heparty to be affected is Parcel 1:

Tract 9 and the East 326.7 frat of Tract 8, and the S3 of the vacated alley adjoining the North Mins of Tract 9 and the N5 of the Fast 326.7 feet of the vacated alley adjoining the South Mins of Tract S, all in GIEARSN'S Hills, TRACTS, in the County of Klamath, State of Oregon.

OTTER OF FEATERSTOP AN ACTION

FICEPT THEREFROM the following described property.

Beginning at the Northeast corner of Tract 8 of said Glenger's Hone Tracts, thence Wasterly elong the North line of said Tract 8, a distance of 120.00 feet; figure Southerly parallel to the Hast line of said Track S, a distance of So 66 Leet; thence Easterly parallel to the North Line of sale Fract 8, 120.00 feet to a point on the East line of said Tract & therea Northerly along the Sast line of said Tract 8, a distance of 46.66 feet to the point of Deginning.

Parcel 21

The Base 125 feet of the following described tract.

Tract 8 of GIENCER'S MORE TRACTS. in the County of Klamath, State of Oregon.

EXCHEN the Fast 326.7 feet Tornariy conveyed to Gomer W. Caseman, by deed recorded in Book 105 at Parch M5, Deed Records of Klamth County, Oregona

ALSO, including beli of Secared alley South of and adjudning the said Isst 125 feet.

WILLIAM L SISCHORES JUICE LOP OF PERCENCY P of an Astion - 22gi 1

PARCELZS

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CODE 41 1188 3909-2CA 13, 9609

CODE 4. HAP 3965-2CA TH 100920 CODE 41 MAP 3905-2CA TI 9522 CODE 41 MAP 1985-2CA TI 9522

Property is subject to

conditions, restrictions, ensurents and assessments as shown of the recordad plat of Gienger's Home Tracts, regulations, including levers, assessments, while and Briggtion rights and easeents for ditches and canals of Enterprise Tridgation District under the South Suburban Sanitary District as per ordinances of record in Klamath County, Oregon, and levees and assessments of Klamath County Drainage District, and subject to the real property taxes for the Year 1993-94 which are liened but not yet payable.

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DATED, April 1, 1994.

Williem L. Stempre Klamath Falls, OR 97601

State of Orecon

county of flanalli MATTiem 1. Sisemore

Notice of Pendancy TINK SISEMORE Rilonder at Law. 640 Main Street of an Astion - Page 2 TAMATH TALLS OHE

STATE OF CREGON COUNTY OF 7CLAMATH: SS Hills for record at request of Rm, D. Sistemore

\$15.00 FEE

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The Lastarly 100 steep of the sa of Lot 10, CLEEPER'S 5005 marts and any portion of the protector alls / forsts within said protector. In the County of Kiemeth, State of Cregoto

Conditions, restrictions, essents and assessments as shown on the

Withing I. Sisemore, Actomaty for Plaintiff

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The foregoing instrument Res acknowledged before as on April 1, 1994, by

Manne Man .

Notary Fublic for Oregon Wy (Lonnigsion (expires: 69/22/97

> Contraction of the second OFFIGIAL SEAL MICHELE DIXON NOTARY FUBLIC + OREGON COMMISSION NO. 025171 VY DIALSON FILLS SER 22.1297

的复数化学的复数 day 1.44 the_ A D x 19 ... 94 at 1:00 ocloss 7M, and dily recorded in Yols F9A

By Dicessener Musilimola