

81536

PARTIES: This Deed of Trust is made on May 16, 1994 among the Grantor, DAVID L. WITHERS and DEBBIE J. WITHERS

Return

Timothy E. Miller ("Borrower"), WESTERN HOMES, INC. ("Trustee"), and the Beneficiary,

a 5729 ALTAMONT, KLAMATH FALLS, OR 97603 organized and existing under the laws of _____, whose address is _____ ("Lender").

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: AUSTIN ST KLAMATH FALLS, Oregon 97601
(Street) (City) (Zip Code)

LEGAL DESCRIPTION: All of the property located at AUSTIN ST, in the City/Town/Village of KLAMATH FALLS, County of KLAMATH, State of OR, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A,

Together with a security interest in that certain 1994, 60 X 42 mobile home, serial number 11818682

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Mortgage, and to attach Exhibit A after the Borrower has signed the Mortgage.

located in KLAMATH County, Oregon.

TITLE: Borrower covenants and warrants title to the property, except for _____

SECURED DEBT: This Deed of Trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this Deed of Trust and in any other document incorporated herein. Secured debt, as used in this Deed of Trust, includes any amounts Borrower owes to Lender under this Deed of Trust or under any instrument secured by this Deed of Trust, including all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this Deed of Trust and the dates thereof.):
A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

Revolving credit agreement dated _____ . Advances under this agreement may be made and repaid and again made subject to the dollar limit described below.

Future Advances: The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this Deed of Trust is executed.

The above obligation is due and payable on 303 months from first disbursement date if not paid earlier.

The total unpaid balance secured by this Deed of Trust at any one time shall not exceed a maximum principal amount of EIGHTY ONE THOUSAND SIX HUNDRED THIRTY FIVE AND 59/100 Dollars (\$ 81635.59), plus interest, plus any amounts disbursed under the terms of this Deed of Trust to protect the security of this Deed of Trust or to perform any of the covenants contained in this Deed of Trust, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this Deed of Trust may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this Deed of Trust and made a part hereof.

RIDERS: Commercial _____

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this Deed of Trust, including those on page 2, and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this Deed of Trust on today's date.

David L. Withers
DAVID L. WITHERS

Debbie J. Withers
DEBBIE J. WITHERS

ACKNOWLEDGMENT: STATE OF OREGON, _____ Klamath County ss:
On this May 16, 1994 day of _____ personally appeared the above named DAVID L. WITHERS and DEBBIE J. WITHERS and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal)
My Commission Expires 4/20/96
OFFICIAL SEAL
MARY KENNEALLY
NOTARY PUBLIC - OREGON
COMMISSION NO. 014776
MY COMMISSION EXPIRES APR. 20, 1996

Before me
Mary Kenneally
Notary Public for Oregon
REQUEST FOR RECONVEYANCE

TO TRUSTEE
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

OREGON

#32445-MK

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1 of Land Partition 19-94 being Lot 17, Block 2, THIRD ADDITION TO ALTAMONT ACRES, situated in the SE1/4 NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 24th day
of May A.D., 19 94 at 1:59 o'clock P M., and duly recorded in Vol. M94,
of Mortgages on Page 16406.

FEE \$15.00

Evelyn Biehn . County Clerk

By *Christine Millenore*