KLAMATH FALLS OR 97601

which are in excess of the amount required to any all reasonable costs, expenses and attorney's teen necessarily paid or incurred by familiar in such proceedings, shall be paid to benedicably and sepatually and a special proceedings, and the balance applied upon its independent of the trial and appellate courts, necessarily paid or incurred by he in the trial and appellate courts, necessarily paid or incurred by he in the trial and appellate courts, necessarily paid or incurred by he in the trial and appellate courts, necessarily paid or incurred by he network and a secure such instruments as shall be necessary in changes and the note for endorsement (in case of till reconveys written request of hereicary, payment of its less and presentation of this deed and the note for endorsement (in case of till reconveys written or facts shall be conclusive proof of the property and any restriction flatecon; (c) join in any subordination or other agreement allecting this (d) bin in granting any eastment or creating any restriction flatecon; (c) join in any subordination or other agreement allecting this (d) bin in granting any eastment or creating any restriction flatecon; (c) join in any subordination or other agreement allecting this (d) bin in granting any eastment or creating any eastment or creating any restriction flatecon; (e) join in any subordination or other agreement allecting this (d) bin in granting any eastment or creating any eastment or creat

on Exhibit "B" attached hereto which is made a part hereof by this reference and 94/95 real property taxes, a lien, now due and payable

and that the grantor will warrant and torever 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, lamily or household purposes (see Important Notice below),

(b) for an organization, or (even it 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 trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF the grantor has everyted this instrument the day and the standard to the plural and the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF the departer to the political and to individuals.	
IN WITNESS WHEREOF, the grantor has executed this instrument the day and ye	ar 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.	/corporation , President
STATE OF OREGON, County of Klamath WILL B. LILUALLEN,	Treasurer
This instrument was acknowledged before me on	, 19,
This instrument was acknowledged before me on Nover by DIANE E. STEVENSON & NEIL B. LIEUALLEN as PRESIDENT & TREASURER, respectively of AAA PROPERTY MANAGEMENT, INC., an Oregon corporat	
on the state of th	tion
OFFICIAL SEAL KRISTI L REDD TUSTON THE	7
NOTARY PUBLIC - OREGON COMMISSION NO. 010431 MY COMMISSION EXPIRES NOV. 16, 1995 My commission expires	lotary 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. A deed have been fully paid and satisfied. You heraby are directed, on payment to you of any sums owing to y trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are together with the trust deed) and to reconvey, without warranty, to the parties decided by	
held by you under the same. Mail reconveyance and documents to	e tiust ueed the estate now
DATED:	•
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.  Beneficiary	

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# EXHIBIT "A" LEGAL DESCRIPTION

## PARCEL 1:

A tract of land situated in Tracts 1 and 2A "HOMEDALE" Subdivision, in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the Northerly line of said Tract 2A and being North 66 degrees 39' 30" West a distance of 74.72 feet from the Northeast corner of said Tract 2A; thence North 66 degrees 39' 30" West along the Northerly line of Tracts 2A and 1 a distance of 68.24 feet; thence South 24 degrees 38' 57" West a distance of 94.71 feet; thence South 65 degrees 21' 03" East a distance of 68.20 feet; thence North 24 degrees 38' 57" East a distance of 95.71 feet to the point of beginning.

## PARCEL 2:

A tract of land situated in Tract-1, "HOMEDALE" Subdivision, in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Northerly line of said Tract 1, said point being North 66 degrees 39' 30" West a distance of 64.76 feet from the Northeast corner of said Tract 1; the said point also being North 66 degrees 39' 30" West a distance of 142.96 feet from the Northeast corner of Tract 2A "HOMEDALE"; thence North 66 degrees 39' 30" West along the Northerly line of said Tract 1 a distance of 90.70 feet; thence South 38 degrees 48' 28" West a distance of 94.97 feet; thence South 65 degrees 21' 03" East a distance of 113.91 feet; thence North 24 degrees 38' 57" East a distance of 94.71 feet to the point of beginning.

## PARCEL 3:

A tract of land situated in Tract 1, "HOMEDALE" Subdivision in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point located North 66 degrees 39' 30" West a distance of 155.46 feet and South 38 degrees 48' 28" West a distance of 94.97 feet from the Northeast corner of said Tract 1; thence South 38 degrees 48' 28" West a distance of 135.79 feet; thence South 74 degrees 37' East a distance of 119.71 feet; thence North 24 degrees 38' 57" East a distance of 112.40 feet; thence North 65 degrees 21' 03" West a distance of 84.92 feet to the point of beginning.

## PARCEL 4:

A tract of land situated in Tracts 1 and 2A "HOMEDALE" Subdivision in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point located North 00 degrees 20' East a distance of 594.00 feet and North 74 degrees 37' West a distance of 182.59 feet from the Southeast corner of said Tract 2A; thence North 74 degrees 37' West a distance of 69.09 feet; thence North 24 degrees 38' 57" East a distance of 112.40 feet; thence South 65 degrees 21' 03" East a distance of 68.20 feet; thence South 24 degrees 38' 57" West a distance of 101.28 feet to the point of beginning.

## PARCEL 5:

A tract of land situated in Tract 2A "HOMEDALE" Subdivision in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point located North 00 degrees 20' East a distance of 594.00 feet and North 74 degrees 37' West a distance of 118.64 feet from the Southeast corner of said Tract 2A; thence North 74 degrees 37' West a distance of 63.95 feet; thence North 24 degrees 38' 57" East a distance of 101.28 feet; thence South 65 degrees 21' 03" East a distance of 147.71 feet to a point on the East line of said Tract 2A, also being on the West boundary line of Homedale Road; thence South 00 degrees 20' West along the West boundary line of Homedale Road a distance of 13.17 feet; thence North 65 degrees 21' 03" West a distance of 90.03 feet; thence South 24 degrees 38' 57" West a distance of 78.97 feet to the point of beginning.

## PARCEL 6:

A tract of land situated in Tract 2A "HOMEDALE" Subdivision in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point located North 00 degrees 20' East a distance of 594.00 feet and North 74 degrees 37' West a distance of 118.64 feet from the Southeast corner of said Tract 2A; thence North 74 degrees 37' West a distance of 63.95 feet; thence North 24 degrees 38' 57" East a distance of 101.28 feet; thence South 65 degrees 21' 03" East a distance of 147.71 feet to a point on the East line of said Tract 2A to the true point of beginning, being on the West boundary line of Homedale Road; thence North 00 degrees 20' East along the West boundary of Homedale Road to a point lying South 00 degrees 20' West 92.88 feet from the Northeast corner of said Tract 2A, said point also being the Southeast corner of that certain parcel of land conveyed to Leonard A. Howell, Jr., et ux, by Volume M77, page 22556, Microfilm Records of Klamath County, Oregon, thence Northwesterly along the South line of said Deed Volume M77, page 22556, to the Southwest corner thereof; thence Southeasterly to the point of beginning.

## PARCEL 7:

The West 90 feet (as measured along and at right angles to the South line) of the following parcel;

That portion of the NEI/4 NEI/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Northerly right of way line of Anderson Avenue which lies South 0 degrees 10' East along the section line a distance of 1290.7 feet and North 88 degrees 39' West along the Northerly right of way line of Anderson Avenue a distance of 680.4 feet from the iron axle which marks the Northeast corner of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, and running thence North 0 degrees 10' West parallel to the section line a distance of 306.8 feet to an iron pin; thence North 88 degrees 39' West a distance of 647.2 feet, more or less, to the Westline of the NE1/4 NE1/4 of said Section 15; thence South 0 degrees 10' East a distance of 306.8 feet to an iron pin on the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue a distance of 647.2 feet, more or less, to point of beginning.

EXCEPTING THEREFROM any portion lying Northeasterly of Southwesterly line of Klamath Irrigation District Lateral A-3-F, together with a perpetual non-exclusive easement for access purposes, said easement being in the NE1/4 NE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the North line of Anderson Avenue, said point being 180 feet East of the intersection of the West line of the NE1/4 NE1/4 of said Section 15 and the North line of Anderson Avenue; thence continuing East along the North line of Anderson avenue a distance of 20 feet; thence North parallel to the West line of said NE1/4 NE1/4 a distance of 100 feet; thence West parallel to the North line of Anderson Avenue a distance of 110 feet; thence South parallel to the West line of said NE1/4 NE1/4 a distance of 20 feet; thence East parallel to the North line of Anderson Avenue a distance of 90 feet; thence South parallel to the West line of said NE1/4 NE1/4 a distance of 80 feet to the point of beginning.

#### EXHIBIT "B"

This Trust Deed is an All Inclusive Trust Deed and is subordinate to the Trust Deeds now of record which secures the payment of Notes therein mentioned. Said Trust Deeds are described as follows:

1. Trust Deed, dated November 6, 1986 and recorded on November 6, 1986 in Volume M86, page 20191, Microfilm Records of Klamath County, Oregon in favor of Klamath First Federal Savings & Loan Association, as Beneficiary. (covers Parcel 7)

2. Trust Deed and Assignment of Rents dated September 26, 1989 and recorded in Volume M89, page 18112 & page 18199, Microfilm Records of Klamath County, Oregon in favor of Klamath First Federal Savings and Loan Association, as Beneficiary. (covers Parcles 1-6)

3. Trust Deed dated September 28, 1989 and recorded October 17, 1989 in Volume M89, page 19712, Microfilm Records of Klamath County, Oregon in favor of David J. Davis and Norma B. Davis, husband and wife, as Beneficiary. (covers Parcels 1-6)

4. Trust Deed dated September 28, 1989 and recorded October 17, 1989 in Volume M89, page 19717, Microfilm Records of Klamath County, Oregon in favor of David J. Davis and Norma B. Davis, husband and wife, as Beneficiary. (covers Parcel 7)

5. Trust Deed dated September 28, 1989 and recorded October 17, 1989 in Volume M89, page 19721, Microfilm Records of Klamath County, Oregon in favor of David J. Davis and Norma B. Davis, husband and wife, as Beneficiary. (covers Parcel 1-7)

CLYDE COLLINS and LINDA COLLINS, or the survivor thereof, Beneficiary herein agrees to pay, when due, all payments due upon the said Promissory Notes secured by Trust Deeds listed above, and will save Grantors herein, AAA PROPERTY MANAGEMENT, INC., an Oregon corporation, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Notes and Trust Deeds, Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

The Grantors and Beneficiaries named herein mutually agree that the balance of this Trust Deed will always be the combined total of the balance due, both principal and interest, on the Notes & Trust Deeds described in #3, #4 & #5 above.

The real property taxes are paid each year through the underlying Notes and Trust Deeds and included in the payments due on this Note. The monthly payments may vary due to the increase and/or decrease of the real property taxes and shall always be the combined total of the monthly payments due on #3, #4 & #5 above, plus any collection escrow disbursal fees due to the Collection Escrow Agent.

STAT	e of oregon: c	OUNII OF R	LLAWINI II.	23+	4.9 Jan 198			
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of	Nov Nov		3.47 o'cloc	ck <u>p</u> M on Page	appleduly recorded 34766	in Vol	154	
	<b>***</b>	Of		Evely	n Biehn	County Cl	erk	<i>5</i> 5.
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