LN #0500400147 AMTC #38510-DS

Section 1

After recording please neturn to:

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KLAMATH FIRST FEDERAL SE A 2300 HADISON STREET KLAMATH FALLS, OR 976)3

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JN 28

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DEED OF TRUST

THIS DEED OF TRUST (' Security Instrumer t') is made on June 26
1996 The grantor isR
("Bortower"). The trustee isWilliam.LSisemare
("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVITIES AND LOAN ASSOCIATION, which is organized and existing
under the laws of the united . St(tesof Ame) ica, and whose address is
2300 Madisum (treet, Klet ath Fails, Oregon 97603 ("Lender").
Borrower over Lender the principal sun of**Fift: Two Thousand & No/100***********************************
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable onJuly.5July.5
secures to Lender: (a) the repayment ϕ the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
Note; and (d) the repayment of any fulline advances, with interest thereon, made to Borrower by Lender pursuant to the
paragraph below ("Future Advances"). FUTURE ADVANICES. Upon request to Borrower, Lender, at Lender's option prior
to full reconveyance of the property by Thustee to Borrowar, may make Future Advances to Borrower. Such Future Advances,
with interest thereon, shall be secured by this Deed of 1) ist when evidenced by promissory notes stating that said notes are
secured hereby. For this purpose, Bor wer irrevocably grants and conveys to Trustee, in trust, with power of sale, the
following described property located in Klamath

5 13

SEE ANTACHED EXHIBIT "A" IOR LEGAL II SCRIPTION

Tax Acct #3909-004AD-00700 Key #531204

"UNDER OREGON LAW, MOST AGREENENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSES DLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE."

[Stree:] [City]

TOGETHER WITH all the inprovements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minera, oil and gas it hts and profits, water rights and stock and all fixtures now or hereafter a part of the property. All rep: cements and a k itions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the 'Property.'

BORROWER COVENANTS that E crower is lawf 1 ly seised of the estate hereby conveyed and has the right to grant and convey the Property and that the P operty is unenc imbered, except for incumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines unifer a covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform ecurity instrument covering real property.

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OREGON--Bingle Family--FNMA/FRLMC UNIFORM INSTRUMENT

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UNIFORM COVENANTS Birrot arand Lender versant and agree as follows: 1. Phyment of Principal at 1 Int west; Prepay: in and Late Charges. Borrower shall promptly pay when due the principal of and interest on the d bt c idenced by the lote and any prepayment and late charges due under the Note.

basis of current data and reasonable estimates of future a prow items.

Funds for Taxes and Inserant : Subject to a plicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and as essments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents out the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if ar y. [] tese items are 2 illed "escrow items." Lender may estimate the Funds due on the

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 Lencer is such an ir's itution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Finds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the l unds and appli able law permits Lender to make such a charge. Borrower and Lender may agree in writing that nter st shall be pair 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 Funkls was made. Th : Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, toge her 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 promptly r paid to Borrow r or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to say the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficie icy in one or me re payments as required by Lender.

Upon payment in full of all surge secured by the Poperty is sold or accuired by Lender, Lender shall promptly refund to Borrower any Funds held by Lender. If under par igraph 19 the Poperty is sold or accuired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or it; acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums ecured by this S curity Instrument.

3. Application of Payments. Juless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: firs, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable un ler f aragraph 2; four th, to interest due; and last, to principal due.

4. Charges; Liens. Borr(we: shall pay all ta) es, assessments, charges, fines and impositions attributable to the Property which may attain prior ty 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 pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Bet rower makes the se payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly d scharge any lien wit ch has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure d by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against erf preement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lier to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain privity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower s1 all satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borro ver shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards in : uded within the term "extended coverage" and any other hazards for which Lender 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 clu sen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and reta wals shall be a ceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and rene val notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if 1 it made promptly by Borrower.

Unless Lender and Borrovier () herwise agree it 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 L inder's security would be lessened, the insurance proceeds shall be applied to the sums secured by this 3 curity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or loes not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender 1 tay collect the i surance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums sect red by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower c therwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly sayments referr d to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is as quired by Len J :r, 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 Instrument immediately prior to the a equisition.

6. Preservation and Milinter unce of Propert; Leaseholds. Bor ower shall not destroy, damage or substantially change the Property, allow the Property to deterior use 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 title shall not merge unless Lender agrees to the na rger in writing. If Borrower fails to perform the

Protection of Lender's Fights in the Property; Mortgage 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 whate h r 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 at orneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lend r does not have to do so. Any amounts disbursed by L order under this paragraph 7 shall become additional debt of Borrower secured by this

Security Instrument. Unless Berrown r and Lender at ree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



If Lender required mortgage is urance as a col dition 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 Borrower's and Lender's written agreement or applicable law.

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8. Inspection. Lender or its in ent may make easonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an iris section specifying reasonable cause for the inspection.

9. Condemnation. The process of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Froperty, 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 die, with any excess p id to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise a gree in writing, the sums 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 narket 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 clame ges, Borrower fi ils to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proxeds, 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.

Borrower Not Release I; I' rbearance By ender Not a Waiver. Extension of the time for payment or modification of amortization of the sur is 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 communic proceeding; against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums a cured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's increases 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.
 Successors and Assigns Bound; Joint and Sweral Liability; Co-signers. The covenants and agreements of

11. Successors and Assigns Bound; Joint and Steveral Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and binefit 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 Instrument but does not execute the No e: (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) a grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommod ations with regard to the terms of this Security Instrument or the Note without that Borrover's consent.

12. Loan Charges. If the loan : ecured by this § ecurity Instrument is subject to a law which sets maximum loan charges, and that law is finally interprinted 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 limit; at 1 (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
13. Legislation Affecting Tender's Eights. The enactment or expiration of applicable laws has the effect of

13. Legislation Affecting Lender's Eights. I' enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums seared by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Bo rower 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 or any other address I prover design tes 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 in this paragraph.

15. Coverning 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 even: that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Eorrower's Copy. Bot owe 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 1 hay, at its option, require immediate payment in full of all sums secured by this Security Instrument. He were, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give I orrower 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without i rther notice or demand on Borrower.

18. Borrower's Right to Reir state. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument (iscontinued 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) entry of a juc gment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due unter this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any ther covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not imited to, reas chable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lie i of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security I istrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations is ured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNFORM CONVENANTS: I for a ver and Lende influer covenant and igree as follows: 19. Acceleration: Remedies, Lend: shall give notice to Borrower prior to acceleration following Borrower's breach of iny covenant or agreement in this Sectu ity 1 struntent (but no prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall of ecify: (a) the d a sult; (b) the action required to cure the default; (c) a date, not less han 30 days from the date the notice is given o Borrower, by a hich the default must be cured; and (d) that failure to cure the default but not limited to, reasonable attorneys' fees and costs of the evidence.

designee may purchase the Property at any sale

on or before the date specified in the mitic: may result in a x eleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further in a rm 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 delense of Borrower to a sceleration and sale. If the default is not cured on or before the date specified in the notice Lender at its cp ion may require immediate payment in full of all sums secured by this Security Instrument without further derr and and may in voke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all : spenses incurred in pursuing the remedies provided in this paragraph 19, including, If Lender invokes the power of sale. Lender shall execute or cause Trustee to execute a written notice of the occurrence

of an event of default and of Lender's election to cause the 2 operty to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lence: or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at pub ic auction to the highest bidder at the time and place, and under the terms designated in the notice of sale no1; or more parcel: and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement a the time and place of any previously scheduled sale. Lender or its

Trustee shall deliver to the pur that r Trustee's deel conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deca shall be prima fi cie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the follow t gorder: (a) to a 1 xpenses of the sale, ir cluding, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums securec. by this Security I istrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Up on a celeration under paragraph 19 or aban donment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including these past due. Any reat collected by Lender or the receiver shall be applied first to payment of the costs of management of the Proper y and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney; fees, and then t) the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall eccr vey the Property without warranty to the person or persons legally entitled to it for a fee of not lass than \$5.00. Such person of persons shall ray any recordation costs.

22. Substitute Trustee. Len ler may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred up on Trustee herein and by app licable law.

23. Use of Property. The Property is not currently used for agricultural, timber or grazing purposes. 24. Attorneys' Fees. As used in the Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

25. Fiders to this Security Instrument. If one of nore riders are executed by Borrower and recorded together with this awarded by in appellate court. Security Ir strument, the covenants and are reements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this S curity Instrume it as if the rider(s) were a part of this Security Instrument. [Check Applicable Box(es)]

Adjustable Rate Rider

S

Con Iominium Rider

Plat ned Unit Development Rider

2-4 Family Rider

Graduated Payment Rider

Cher(s) [specify]

Hazard Insurance Loan Rider

BY SIGNING BELOW, BUTTO A er accepts and a rees to the terms and Covenants contained in this Security Instrument and in any rider(s) executed by Borrown r and recorded with it. 11

R. CHARLE'S HALVORSEN - Borrower		
(Seal)		
	Oregon	TATE OF
i se la seconda de la companya de la		COUNTY OF
	11、1944年1月1日) 11月1日日 11月1日日	and that is
acknowl: iged before me is June 26, 1996 (date)	nument was acknowl:	The foregoing instrum
HARLING HALVORSEN and GWEN HALVORSEN		۰
(re son(s) acknowledging) DFFICIAL I SOYD DIANA L. SOYD NOTARY PUBLIC: ORECON COMMISSION IN 1, 040151 MY (DM V ISSION EXPIRES II C. 18, 1998	expires:	My Commission expi 12-18-98

LN #0600400147 AMTC 138510-DS

HI ZARD INSUL NCE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT CONTAINS A PROVISION ALLOWING THE LENDER TO FLACE HAZARD IN SUFANCE () I THE PROPERTY AND ADD THE COST OF THE INSURANCE TO THE LOAN BALANCE.

WARNING:

Unless you, (the "Borrewer") provide us, (the "Lender") with evidence of insurance coverage as required by our contract or loan agreement, Lender may purchase insurance at Borrower's expense to protect the Lender's interest. This insurance may, but need not, also protect the Borrower's interest. If the collateral becomes chanaged, the coverage the Lender purch sed may not pay any claim Borrower makes or any claim made against the Borrower. Berrower may later of need this coverage by providing evidence that Borrower has obtained property coverage else where.

The Borrower is responsible for cost of a 1° insurance purchased by Lender. The cost of this insurance may be added to your contract or lean balance. L he cost is added to the contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. Effective date of coverage may be the date the Borrower's prior coverage lapsed or the date the Borrower failed to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance the Borrower can obtain on Berrower's own and noty not satisfy any need for property damage coverage or other mandatory liability insurance requirements in posed by appli able law. By signing this the Borrower agrees to all of the above.

CHARLES HALVORSEN R. Horrower GWEN HALVORSEN Borrower

EXHI I T "A" LEGAL DI SCRIPTION

Lot 3, Block 2, TRACT 108(WASHBURN 2 ARK, according to the official plat thereof on file in the office of the County C erk of Klama h County, Oregon.

EXCEPT the following 2 tracts of land:

A tract of land situated in Lot 3, Block 2, as shown on the map entitled "TRACT 1080 WASHEURN PARK," a duly reported subdivision in Klamath County, Oregon, said tract of land being more particularly described as follows:

Beginning at the Northeast corner of said Lo: 3, said point being at the intersection of the Southerly right of way line of the O.C. & E. Railroad and the Westerly right of way line of Washburn Way; then the South 00 degraes 03' 30" West, along said Washburn Way right of way line, 94.58 feet; there I lorth 89 degraes 56' 30" West 161.96 feet to a point on the West line of said Lot 3; there I lorth 00 degraes 03' 30" East 138.59 feet to a point on a curve, radius point of which bears South 00 degraes 50' 01" East 356.28 feet; thence along the arc of said curve to the right (central angle equals 08 degrees 32' 26" and radius equals 356.28 feet) 53.11 feet to a point on d e said Southerly right of way line of the O.C. & E. Railroad, being the North line of said Lot 3; thence South 66 degrees 51' 15" East 118.43 feet to the point of beginning.

AND a tract of land being a po tion of Lot 3 Block 2, Tract 1080, WASHBURN PARK, a duly recorded subdivision, situated in the SE1/4 NE1/4, Section 4, Township 39 South, Range 9 East of the Willamette Mer dian, Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said Lot 3, Block 2; thence South 00 degrees 03' 30" West, along the West line of said Lot 3, Block 2, 25.03 feet to a 5/8 inch iron 03' 30" West, along the west line of said Lot 3, Block 2, 25.03 feet to a 5/8 inch iron 01" East 356.28 feet and central angle = 03 degrees 32' 26") 53.11 feet to a 5/8 inch iron 01" East 356.28 feet and central angle = 03 degrees 32' 26") 53.11 feet to a 5/8 inch iron 57.63 feet to the point of begin ning, with t carings based on said Tract 1080, WASHBURN PARK.

5	ATE OF OREGON: COL	INTY OF KI. AMATH: SS.		
F	led for record at request o	A.D., 17 (San	19393	ecorded in Vol. <u>M96</u>
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