

THE GRANTOR'S, Western Homes Inc., An Oregon corporation

for and in consideration of ~~xoften-Dollars and no/100x~~ (\$ 10.00x) and other good and valuable consideration conveys, grants, bargains, sells, confirms and warranties under provision of Section 55.17.1 Virginia Statutes unto, 77 Cannon Ave. Trust, R.L. Peterson, Trustee Trust #430-66-7760 under the provisions of a Trust Agreement dated January 14, 1996 known as the 77 Cannon Ave. Trust the following described real estate in the County of Klamath

Lot 715 in BLOCK 129 of MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any:

SUBJECT TO: A first Trust Deed in favor of Earl L. Lancaster, in the original amount of \$ 25,000.00, recorded July 13, 1994 in Volume M94, page 21614, Microfilm records of Klamath County.

GRANTOR HEREIN AGREES TO ASSUME AND PAY IN FULL THE TRUST DEED DESCRIBED ABOVE.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

Trustee shall take title subject to any liens, encumbrances, restrictions, easements, leases, options, and covenants of record and not personally.

TO HAVE AND TO HOLD the said premises in fee simple forever, with the appurtenances attached thereto upon the trusts and for the uses and purposes herein and in said Trust agreement set forth including but not limited to estate planning purposes.

Full power and authority granted to said trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof to lease said property or any part thereof, from time to time, in possession of or reversion by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof and option to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present of future rentals to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, wether similar to or different from the ways above specified, at any time or times hereafter.

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SUCCESSOR TRUSTEES: In the event of the death, disappearance, incapacity of the Trustee title holder named herein, or because of his unwillingness to do the bidding of the Beneficiaries of the above cited trust. ~~Anyone of the following Trustees will hereby be named as Successor Trustee, Betty Helsby, TM Batzer and or Manuel Ortiz.~~

In no case shall any party dealing with said trustee in relation to said premises, to whom said premises or any party thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance lease or other instrument. (a) that at the time of the delivery thereof, the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest are hereby declared to be **Personal Property**. No beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

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

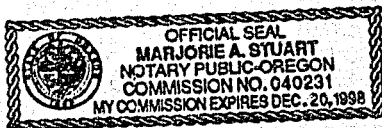
Signed, sealed and delivered
in our presence.

Subscribed and sworn to before this

7th day of

Nov

1996



Notary Public for

Oregon

My commission expires

12/20/98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ameri title the 8th day
of November A.D., 19 96 at 3:29 o'clock P. M., and duly recorded in Vol. M96
of Deeds on Page 35399

Bernetha G. Letsch County Clerk

By

Kathleen Ross

FEE \$35.00