Form 30:8 5/39/90
Initials (1997)
'G000046G1'

Loan No. 9111184248

1999 JUL 15 AN II: 09

CMI/Doc Collection PO Box 790021, MS 321 ST.LOUIS, MO 63179-0021

K-54082

Space Above this Line Fo	or Recording Data)
DEED OF T	RUST
THE DEED OF TRUST ("Socurity Instrument") is made on JULY 15, 19	99
THIS DEED OF TRUST ("Security Instrument") is maci) on JULY 15, 19. The grantor is RICHARD W KELLY AND VICK! L KELLY, JOINT TENANT.	5
	(Borrower). The trustee is
FIRST AMERICAN TITLE INSURANCE CITIBANK, F.S.B.	("Trustee"). The beneficiary i
under the laws of THE UNITED STATES OF AMERICA	, which is digarized and existing, and whose address
12855 NORTH OUTER FORTY DRIVE ST. LOUIS, MISSCURI 63141-	("Lender")
Borrower owes Lender the principal sum of Two Hundred Thirty Thousand and 00/100	
Polloge (LLS \$ 230,000,00) This dept is evidenced by i	Borrower's note dated the same date as this Security Instrument
	Borrower's note dated the same date as this Security Instrument ier, due and payable on AUGUST 1, 2029
This Security Instrument secures to Lender: (a) the repayment of the debt evidend modifications of the Note; (b) the payment of all other sums, with interesting Instrument; and (c) the performance of Borrower's covenants and agruppose, Borrower irrevocably grants and conveys to the Trustee, in trust, with	denced by the Note, with interest, and all renewals, exensions st, advanced under paragraph 7 to protect the security of this eements under this Security Instrument and the Note. For this power of sale, the following described property located in
KLAMATH	County, Oregon:
SEE EXHIBIT A ATTACHED HERETO AND MADE A	
PART HEREOF	
which has the address of 4603 PINEGROVE ROAD	KLAMATH FALLS
[Streat]	(Oity)
Oregon 97603- ("Property Address");	
TOGETHER WITH all the improvements now or hereafter erected on the or hereafter a part of the property. All replacements and additions shall also referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the esta Property and that the Property is unencumbered, except for encumbrances of	
THE SECURITY INSTRUMENT combines uniform covenants for natio juristiction constitute a uniform security instrument covering real property. UNIFORM COVENANTS. Borrower and Lender covenant and agrees	
1. Payment of Principal and Interest; Prepayment and Late Chair	gesower shall promptly pay when due the principal of harnes due under the Note.
2. Funds for Taxes and Insurancoubject to applicable law or to a the day monthly payments are due under the Note, until the Note is paid in turning attain priority over this Security Instrument as a lien on the Property; (the any; (c) yearly hazard or property insurance premiums; (d) yearly flood insural if any; and (f) any sums payable by Borrower to Lender, in accordance with the insurance premiums. These items are called "Escrow Items," Lender may, at maximum amount a lender for a federally related mortgage loan may require Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Funds sets a lesser amount. It so, Lender may, at any time, collect and hold may estimate the amount of Funds due on the basis of current data and realized the set of the set	ill, a sum ("Funds") for (a) yearly taxes and assessments which b) yearly leasehold payments or ground rents on the Property, ince premums, if any, (a) yearly mortgage insurance premums, ne provisions of paragraph S, in lieu of the payment or mortgage
otherwise in accordance with applicable law.	

OREGON -Single Family -Fannie Mae/Freddle Mae UNIFORM INSTRUMENT GFS Form - G000046(5F20)

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments Inless applicable law provides otherwise, all payments received by Lender uncer paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasefold 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 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 receipts evidencing the payments.

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 lien 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 (c) secures from part of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insuranda or shall keep the actions set for above within 10 days of the giving of notice.

against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which rier providing the insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance cartails to maintain coverage described above, Lender may, at Lender's approval which shall not be unreasonably withheld. If Borrower cordance with paragraph 7.

All insurance policies and renewals shall be acceptable 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 if not made promptly by Borrower. Lender may make proof of loss

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 cays 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 when the notice is given.

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 21 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 Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; iBuseholds. shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupancy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all to the merger in writing.
- 7. Protection of Lender's Rights in the Properson ower fails to perform the 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 forfeiture 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 lieu repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Eorrower secured by this Security instrument. Unless Borrower and Lender agree 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.

- 8. Mortgage Insurance.If Lender required mortgago insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to ne cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance accoverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or 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.
- 10. 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 conveyand in lieu of condemnation, are hereby assigned and shall be easily to the same of the property.

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 crant of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Linder otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

Form 3038 \$/90 Initials (page 2 of 4 pages) 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree 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 market value of the Property immediately before the taking shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

- 11. Borrower Not Released; Forbearance By Lender Not a Walkishission 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 or 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.
- 12. Successors and Assigns Bound; Joint and Several Liability: Co-slignersovenants 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 Instrument but does 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.
- Note without that Borrower's consent.

 13. Loan Chargest the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally 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 limit; and (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.
- 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 or 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 in this paragraph.
- 15. Governing Law; Severability his 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 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. 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 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 may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, 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 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. 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 further notice or demand on Borrower.
- 18. Borrower's Right to Reinstaté. 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) entry 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 as if no acceleration had occurred; (b) curses any default of any other covenants 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 pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the case of acceleration under paragraph 17. the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicære Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous SubstancesBorrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in vicilation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, serosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and law of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and law of the jurisdiction where the Property is located that relate to health, safety or environmental Law means federal laws and law of the jurisdiction where the property is located that relate to health and law of the jurisdiction where the property is located that relate to health and law of the jurisdiction where the pro

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice rnay result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice 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 defauit or any other defense of Borrower to acceleration and sale. If the defauit is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Form 3033 9 90 Initials

28335

Loan No. 9111184248

Dated:

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facte evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 22. Reconveyanc Loop 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 reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 23. Substitute TrusteeLender 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 upon Trustee herein and by applicable law.
- 24. Attorneys' Fe sts used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by appellate court.
- 25. Ridors to this Security Instrumentane or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)] Adjustable Rate Rider Graduated Payment Rider Balloon Ricer Other(s) [specify] SEE LEG BY SIGNING BELOW, Borrower accepts an rider(s) executed by Borrower and recorded with it.		Planned U Rate Impr CRIPTION		1-4 Family Rider Eliweekly Payment Rider Second Home Rider ined in this Security Instrument and in any	
Witnesses:			•		
			1. 1	- (. b)	
			RICHARD W KELLY	-Borrowe	
			1/. 1.	1 1111	
			/ wher	L Mily (Se	
			VICKI L KELLY	-Borrowe	i.
				(Se	
				-BOHOWE	:1
				(Se	
				-Borrowe	n
[Space	ce Belov	This Line	For Acknowledgement] _		
STATE OF OREGON, KLAMATH			County ss:		
On this 15TH 14th day of JULY			1999	, personally appeared the above named	
RICHARD W KELLY AND VICKI L KELLY				and acknowledged	
the foregoing instrument to be his / her / their volument	ntary act			-	
rom though		Bei	ore me:		
(Official Seal) My Commission expires:			/]	10)	
OFFICIAL SEAL BRENDA P. RODRIGUEZ			/ Mend	e V Pedriques	_
NOTARY PUBLIC-OREGON (COMMISSION NO. 301701			/	Notary Public for Oregon	
"SAME ANY COMMISSION EXPIRES SEE IN 2001 PA	EQUES"	T FOR RE	CONVEYANCE		
The undersigned is the holder of the note of	r notes s	secured by	this Deed of Trust. Said	note or notes, together with all other indet-	
tedness secured by this Deed of Trust, have been which are delivered hereby, and to reconvey, wit persons legally entitled thereto.	paid in a thout wa	uli. You ar rranty, all	re nereby directed to cance the estate now held by yo	ersand incre of notes and this breed of Trust ou under this Deec of Trust to the person or	

EXHIBIT "A" LEGAL DESCRIPTION

The N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{2}$ NEE $\frac{1}{2}$ of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING County Road 30 feet in width along the West line of said tract.

State of Oregon, County of Klamath Recorded 7/15/99, at // '09 a · m. In Vol. IM99 Page 28332 Linda Smith, County Clerk Fee\$ 30 ~ Kl.