

**ORIGINAL**

ODOT  
File 6884-020

'01 JUL 25 AM 10:29

WARRANTY DEED Vol M01 Page 36709

**LOWELL LEE WEATHERFORD and JERI JO WEATHERFORD, husband and wife, Grantor, for the true and actual consideration of \$ 1,175.00 does convey unto KLAMATH COUNTY, a political subdivision of the State of Oregon, Grantee, fee title to the following described property:**

A parcel of land lying in Lot 1, Block 5, ALTAMONT ACRES, Klamath County, Oregon and being a portion of that property described in that deed to Lowell Lee Weatherford and Jeri Jo Weatherford, recorded in Book M-95, Page 21074 of Klamath County Record of Deeds; the said parcel being the Northerly 5 feet of said property.

The parcel of land to which this description applies contains 425 square feet, more or less.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

5-17-01

RETURN TO AND TAX STATEMENT TO  
~~OREGON DEPARTMENT OF TRANSPORTATION~~  
~~RIGHT OF WAY SECTION~~  
~~355 CAPITOL STREET NE, ROOM 420~~  
~~SALEM OR 97301-3874~~

Account No.: 541131 39 09 10AB 6400

Property Address: 3442 Hilyard Ave.  
Klamath Falls OR 97603

After recording return to  
Klamath County Public Works  
305 Main Street  
Klamath Falls, OR 97601

NC

ORIGINAL

36710

ODOT  
File 6884-020

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon Klamath County, unless and until accepted and approved by the recording of this document.

Dated this 12 day of June, 2001.

Lowell Lee Weatherford  
Lowell Lee Weatherford

Jeri Jo Weatherford  
Jeri Jo Weatherford

STATE OF OREGON, County of Klamath

Dated 6-12, 2001. Personally appeared the above named Lowell Lee Weatherford and Jeri Jo Weatherford, who acknowledged the foregoing instrument to be their voluntary act. Before me:



Charlene Terry  
Notary Public for Oregon  
My Commission expires 11-23-01

Accepted on behalf of Klamath County

[Signature]



# Oregon

John A. Kitzhaber, M.D., Governor

36711

**Department of Transportation**

Region 4 Right of Way

63020 O.B. Riley Road

Bend, OR 97701

(541) 388-6196

FAX (541) 388-6381

July 2, 2001

FILE CODE:

Dennis Nelson  
Klamath County Engineer  
Public Works Department  
305 Main Street  
Klamath Falls, Oregon 97601

Re: Hilyard Avenue Right-of-Way  
File #6884-020

Dennis,

I passed your June 26 letter and the attached information on to our R/W Engineering Unit in Salem, and they concurred with your identification of the incorrect deed reference in the last vesting deed, and the Trust Deed, for the Subject Property.

They noted, however, that the original 1961 deed to Klamath County is all correct, and legally recorded, and they also felt that the intended reference to that deed is clear, despite the erroneous recording number cited. Our description writer and reviewer had noted the error when they wrote the description for the current acquisition, but felt that we would only confuse the issue further by making reference to the error in our current description. We obviously cannot correct the error in our deed, but could only point it out in narrative form.

The R/W Engineering Unit strongly recommended that we proceed to record the current signed deed, and that we not the error in the private deed(s) in our files.

Please let me know how you wish us to proceed

Sincerely,

Ken Doud  
ODOT Right-of-Way Agent





36712

# *Klamath County ~ Public Works Department*

ROAD DEPARTMENT - PARK DIVISION - SOLID WASTE DIVISION - WEED CONTROL DIVISION  
305 MAIN STREET - KLAMATH FALLS, OREGON 97601  
(541) 883-4696 - FAX (541) 882-3046

June 26, 2001

Ken Doud  
Oregon Department of Transportation  
Right of Way  
63020 O. B. Riley Road  
Bend, Oregon 97701

Re: Hilyard Avenue Right of Way Purchases,  
File #6884-020.

Ken,

The legal description for the Weatherford file refers to the deed M95, P21074. Deed M95, P21074 refers to deed V300, Pg. 379 which is an error. The correct deed is V 330, Pg. 379.

In our description, a call to the correct deed would prevent the error from being perpetuated

Enclosed you will find the original deed for file #6884-020 and the copies of the above, mentioned deeds. Please check to see if the description for the new deed can be reworded.

Sincerely,

Dennis Nelson  
Klamath County Engineer

rb/encl.

63020 O.B. Riley Rd.  
Bend, OR 97701  
Phone: 1-541-388-6206  
Fax: 1-541-388-6381

## Region 4 Right of Way

36713

# Fax

|               |                               |               |          |
|---------------|-------------------------------|---------------|----------|
| <b>To:</b>    | Richard Dunlap & Mike Starnes | <b>From:</b>  | Ken Doud |
| <b>Fax:</b>   | 503-986-3749                  | <b>Date:</b>  | 6-29-01  |
| <b>Phone:</b> |                               | <b>Pages:</b> | 7        |
| <b>Re:</b>    | Hilyard Ave. Deed Issue       | <b>CC:</b>    |          |

☒ **Urgent**    ☒ **For Review**    ☒ **Please Comment**    ☒ **Please Reply**    ☐ **Please Recycle**

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**•Comments:**

**Richard and Mike,**

**The attached letter from Dennis Nelson is the issue.**

**As I see it, our description reference to the last vesting deed is correct and OK. That vesting deed, however, incorrectly referenced the recording number of the prior (1961) Klamath County R/W acquisition deed. The same incorrect reference is made in a corresponding 1995 Trust Deed on the property. The prior County R/W acquisition deed is legally recorded.**

**It would appear that Dennis would like us to somehow use our current acquisition deed to correct the reference error in the last vesting deed for the parent tract.**

**Please give me a call with your take on this. Thanks!**



## WARRANTY DEED

36714

ASPEN TITLE #03043516

AFTER RECORDING RETURN TO:  
 LOWELL LEE & JERI JO WEATHERFORD  
 P.O. BOX 7225  
 KLAMATH FALLS, OR 97602

UNTIL A CHANGE IS REQUESTED ALL TAX  
 STATEMENTS TO THE FOLLOWING ADDRESS:  
 SAME AS ABOVE

NORMA JEAN BUTTS, hereinafter called GRANTOR(S), convey(s) to  
 LOWELL LEE WEATHERFORD AND JERI JO WEATHERFORD, HUSBAND AND WIFE  
 hereinafter called GRANTEE(S), all that real property situated  
 in the County of KLAMATH, State of Oregon, described as:

The Easterly 85 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES,  
 in the County of Klamath, State of Oregon. SAVING AND EXCEPTING  
 THEREFROM the Northerly 5 feet thereof conveyed to KLAMATH,  
 County for road purposes by Book 300 at page 379, Deed Records  
 of Klamath County, Oregon. CODE 41 MAP 3909-10AB TAX LOT 6400

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN  
 THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND  
 REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
 PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE  
 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY  
 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST  
 FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.390."

And covenant(s) that grantor is the owner of the above described  
 property free of all encumbrances except covenants, conditions,  
 restrictions, reservations, rights, rights of way and easements  
 of record, if any, and apparent upon the land, contracts and/or  
 liens for irrigation and/or drainage, and will warrant and  
 defend the same against all persons who may lawfully claim the  
 same, except as shown above.

The true and actual consideration for this transfer is  
 \$20,000.00.

In construing this deed and where the context so requires, the  
 singular includes the plural.

IN WITNESS WHEREOF, the grantor has executed this instrument  
 this 24TH day of JULY 1995.

Norma Jean Butts  
 NORMA JEAN BUTTS



STATE OF OREGON

County of LANE

On August 7, 1995, NORMA JEAN BUTTS personally  
 appeared before me,

       who is personally known to me  
☒ whose identity I proved on the basis of I.D.  
☒ whose identity I proved on the oath/affirmation of         
      , a credible witness

to be the signer of the above document, and he/she acknowledged  
 that he/she signed it.

Marika D. Bender  
 Notary Public for OREGON  
 My Commission Expires: 5.27.97

WARRANTY DEED

No. 7 Revised

61616 Vol. 230 Page 379

SMITH-BATES PRINTING CO.

36715

KNOW ALL MEN BY THESE PRESENTS, That HENRY S. VADEN AND LYDIA VADEN, husband and wife, grantor.s. in consideration of One and no/100 Dollars, to them paid by Klamath County, a municipal organization, grantee, do hereby grant, bargain, sell and convey unto the said grantee, its heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Klamath and State of Oregon, bounded and described as follows, to-wit:

A parcel of land in the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 10, Township 39 South, Range 9 East W. M. in Altamont Acres subdivison as it is on file in the office of the County Clerk, Klamath County, Oregon, said parcel being more particularly described as follows:

The northerly 5 feet of the easterly 85 feet of Lot 1, Block 5 of said Altamont Acres. Being 0.0195 acres more or less.

There is hereby reserved unto the grantor herein the right to receive from the grantee herein the sum of \$50.00 for each tree presently located on herein described premises in the event that the grantee elects to remove said trees.

To Have and to Hold the above described and granted premises unto the said grantee, its heirs and assigns forever.

And they the grantor.s. do covenant that they are lawfully seized in fee simple of the above granted premises free from all encumbrances.

and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hand<sup>s</sup> and seal<sup>s</sup> this 7<sup>th</sup> day of June, 19 61.

Henry S. Vaden (SEAL)

Lydia Vaden (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON,

County of KLAMATH

ss.

On this 7<sup>th</sup> day of June, 19 61, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Henry S. Vaden and Lydia Vaden, husband and wife, who are

known to me to be the identical individual.s. described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Olive Kinnmark

Notary Public for Oregon.

My commission expires Jan. 6, 1961

29580 Vol 200 No 379

36716

# CERTIFIED

STATE OF OREGON  
County of Multnomah

## Issued

JUN 7 1958

This is to certify that the foregoing is a reproduction of the original record file in the Vital Statistics Section of the Oregon State Board of Health.

STATE REGISTRY  
BY *[Signature]*

By Direction of  
HAROLD M. ERICKSON  
State Health Officer

| Oregon State Board of Health<br>Division of Vital Statistics |                                       | Standard Certificate of Death<br>STATE OF OREGON   |                | State File No.<br>Local File No. & No. |
|--|---------------------------------------|--|----------------|--|
| 1. PLACE OF DEATH  |                                       | 2. USUAL RESIDENCE OF DECEASED   |                |  |
| (a) County   | Clatsop                               | (a) State  | Clatsop County |  |
| (b) City or town   | Elsie                                 | (b) City or town   | Elsie          |  |
| (c) Name of hospital or institution                          | Elser Ave.                            | (c) Street No.   |                |  |
| (d) Length of stay in hospital or institution                | 24 yrs.                               | (d) If foreign born, how long in U.S.A.  |                |  |
| In this community  |                                       | MEDICAL CERTIFICATION  |                |  |
| (1) FULL NAME  | John Alexander Elser                  | 3. Date of death, Month, day, year, hour, minute   |                |  |
| (2) If veteran   |                                       | 4. I hereby certify that I attended the deceased from 1947 to 1948 and that I last saw him alive on 11/11/48 and that death occurred on the date of 11/11/48 |                |  |
| (3) Social Security No.                                      |                                       | 5. Cause of death  |                |  |
| (4) Sex  | Male                                  | Original Certificate   |                |  |
| (5) Race   | White                                 | Duration of illness  |                |  |
| (6) Name of husband or wife                                  | Ray                                   | May 1947   |                |  |
| (7) Age of husband or wife                                   | 62                                    |  |                |  |
| (8) Birth date of deceased                                   | January 6, 1886                       |  |                |  |
| (9) Age  | 62                                    |  |                |  |
| (10) Birthplace  | Logan County, Arkansas                |  |                |  |
| (11) Usual occupation  | Machineist's helper                   |  |                |  |
| (12) Industry or business                                    | Grt. Northern P.R.                    |  |                |  |
| (13) Name  | Freeland F. Gladwell                  |  |                |  |
| (14) Birthplace  | Tennessee                             |  |                |  |
| (15) Maiden name   | Anne Patton                           |  |                |  |
| (16) Birthplace  | Georgia                               |  |                |  |
| (17) Informant's own signature                               | W. H. Hall                            |  |                |  |
| (18) Address   | 1429 Oregon Ave., Klamath Falls, Ore. |  |                |  |
| (19) Date thereof  | 3/10/48                               |  |                |  |
| (20) Place: burial or cremation                              | Klamath Memorial Park                 |  |                |  |
| (21) Signature of funeral director                           | W. W. Ward                            |  |                |  |
| (22) Address   | Klamath Falls, Oregon                 |  |                |  |
| (23) Date  | Mar 9, 1948                           |  |                |  |
| (24) Signature   | Benjamin Scherer                      |  |                |  |

STATE OF OREGON, } ss  
County of Klamath }

Filed for record at request of:

WALSOP TITLE &amp; ABSTRACT 80.

on this 27 day of June A.D. 1958  
at 4:05 o'clock P M. and duly  
recorded in Vol. 300 of deeds

Page 329

CHAS. F. DELAP, County Clerk

By Della J. 1031700 Deputy

For

26



WARRANTY DEED

No. 7 Revised

61616 Vol. 230 Page 379

SMITH-BATES PRINTING CO.

36717

KNOW ALL MEN BY THESE PRESENTS, That HENRY S. VADEN AND LYDIA VADEN, husband and wife,

grantor.s. in consideration of One and no/100 ----- Dollars,

to them paid by Klamath County, a municipal organization

grantee. do hereby grant, bargain, sell and convey unto the said grantee, its heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Klamath and State of Oregon, bounded and described as follows, to-wit:

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And they the grantors do covenant that they are lawfully seized in fee simple of the above granted premises free from all encumbrances,

and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness our hands and seals this 7th day of June, 1961.

Henry S. Vaden (SEAL)

Lydia Vaden (SEAL)



58-401

36718

22280 Vol 300 372

Oregon State Board of Health  
Division of Vital Statistics

Standard Certificate of Death  
STATE OF OREGON

State File No. 61.4  
Local Registrar's No. 615

1. PLACE OF DEATH:  
(a) County Klamath  
(b) City or town Klamath Falls  
(c) Name of hospital or institution Klamath Memorial Park  
(d) Length of stay in hospital or institution 24 yrs.

2. USUAL RESIDENCE OF DECEASED  
(a) State Oregon  
(b) City or town Klamath Falls  
(c) Street No. 129 Oregon Ave.

3. (a) FULL NAME John Alexander Caldwell  
(b) If veteran, name war No  
(c) Social Security No. 123-45-6789  
(d) Sex Male  
(e) Color or race White  
(f) Single, widowed, married, divorced, or separated Married  
(g) Name of husband or wife Baby Day  
(h) Age of husband or wife 18 years  
(i) Birth date of deceased January 6, 1886  
(j) Age: Years 62 Months 2 Days 1  
(k) Birthplace Logan County, Arkansas  
(l) Usual occupation Machinist's helper  
(m) Industry or business Grt. Northern R.R.  
(n) Name Freeland H. Caldwell  
(o) Birthplace Tennessee  
(p) Maiden name Anne Patton  
(q) Birthplace Georgia

4. (a) Informant's own signature W. H. Hall  
(b) Address 1129 Oregon Ave., Klamath Falls, Ore.  
(c) Burial  
(d) Date thereof 3/19/48  
(e) Place of burial or cremation Klamath Memorial Park  
(f) Signature of funeral director W. W. Ward  
(g) Address Klamath Falls, Oregon

5. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

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(b) Address Klamath Falls, Oregon

91. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

92. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

93. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

94. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

95. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

96. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

97. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

98. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

99. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

100. (a) Signature of Registrar W. W. Ward  
(b) Address Klamath Falls, Oregon

CERTIFIED

STATE OF OREGON  
County of Multnomah

Issued

JUN 25 1958

This is to certify  
foregoing is a copy  
of the original record  
file in the Vital Statistics  
Section of the Oregon  
State Board of Health

Deane  
STATE REGISTRAR  
B. J. [Signature]

By Direction of  
HAROLD M. ERICKSON,  
State Health Officer

STATE OF OREGON,  
County of Klamath } ss

Filed for record at request of

WILSON TITLE & ABSTRACT CO.

on this 27 day of June A.D. 1958  
at 4:05 o'clock P.M. and duly  
recorded in Vol. 300 of Deeds

Page 372

CHAS. F. DELAP, County Clerk

By [Signature] Deputy

Fee

1150

26

21075

36719

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 8th day  
of August A.D., 19 95 at 3:49 o'clock P M., and duly recorded in Vol. M95  
of Deeds on Page 21074.

FEE \$35.00

By Bernetha G. Letsch, County Clerk  
Annette Mueller

08-08-95P03149 REV D

TRUST DEED

Vol. 175 Page 21076

4200

THIS TRUST DEED, made this 24th day of July, 1995, between  
LOWELL LEE WEATHERFORD and JERI JO WEATHERFORD, husband and wife with full rights of  
MARLYN WEATHERFORD, as Grantor,  
ASPEN TITLE & ESCROW, INC., as Trustee, and  
NORMA JEAN BUTTS, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in  
KLAMATH County, Oregon, described as:

The Easterly 85 feet of Lots 1 and 2, Block 5, Altamont Acres, in the County of Klamath,  
State of Oregon.

SAVING AND EXCEPTING THEREFROM the Northerly 5 feet thereof conveyed to Klamath County  
for road purposes by BOOK 300 at PAGE 379, Deed Records of Klamath County, Oregon.  
CODE 41 MAP 3909-10AB-TL 6400

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now  
or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with  
the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum  
of EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100

(\$18,500.00) Dollars, with interest thereon according to the terms of a promissory  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if  
not sooner paid, to be due and payable AUGUST 1, 2000.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note  
becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prop-  
erty or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the  
beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall be-  
come immediately due and payable. The execution by grantor of an earnest money agreement\*\* does not constitute a sale, conveyance or  
assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or im-  
provement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed,  
damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary  
so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and  
to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching  
agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property, against loss or  
damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than full value,  
written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the ben-  
eficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary  
at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-  
cure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon  
any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected,  
or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-  
under or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or  
assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and  
promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums,  
liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-  
ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note  
secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of  
the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments,  
with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are  
bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice,  
and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and pay-  
able and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the  
trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee;  
and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,  
to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees  
mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of  
the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-  
torney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-  
ficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company  
or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real  
property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.  
\*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.  
\*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

TRUST DEED

Grantor

Beneficiary

After Recording Return to (Name, Address, Zip):

ASPEN TITLE & ESCROW, INC.  
ATTN: COLLECTION DEPARTMENT

STATE OF OREGON,

County of

I certify that the within instru-  
ment was received for record on the  
day of 1995,  
at o'clock M., and recorded  
in book/reel/volume No. on  
page or as fee/file/instru-  
ment/microfilm/reception No.  
Record of of said County.  
Witness my hand and seal of  
County affixed.

NAME

TITLE

21077

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

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

(b) for an organization, or (even if 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 if 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 executed this instrument the day and year 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.

STATE OF OREGON, County of KLAMATH ss.

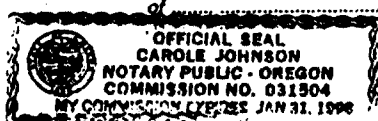
This instrument was acknowledged before me on JULY 28, 1995,  
by LOWELL LEE WEATHERFORD & JERI JO WEATHERFORD

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_,

as \_\_\_\_\_,

of \_\_\_\_\_,



My commission expires 3-31-96

Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 8th day  
of August A.D. 19 95 at 3:49 o'clock P M., and duly recorded in Vol. M95  
of Mortgages on Page 21076

FEE \$15.00

By Bernetha G. Letsch, County Clerk

State of Oregon, County of Klamath  
Recorded 07/25/01 at 10:29 a.m.  
In Vol. M01 Page 21076  
Linda Smith,  
County Clerk Fees NC