

2010-000453

Klamath County, Oregon



00077948201000004530140140

01/13/2010 03:23:18 PM

Fee: \$102.00



THIS SPACE

After recording return to:
First American Title Insurance
Company
600 Country Club Road
Eugene, OR 97401

File No.: 7191-1422525 (tam)
Date: January 11, 2010

Map/Tax Lot # **R-3909-001BC-02800**
Tax Account # **R507455**

TRUST DEED

(Assignment Restricted)

THIS DEED OF TRUST, made this **Eleventh day of January, 2010**, between **Bruce E. Brink**, as GRANTOR, and **First American Title Insurance Company of Oregon** ✓ as TRUSTEE, and **DeWayne Wafford and Daphne J. Wafford, husband and wife, or the survivor thereof**, ✓ whose address is **1209 Crenshaw Road, Eugene, OR 97401**, as BENEFICIARY.

WITNESSETH: Grantor irrevocably conveys to Trustee in trust, with power of sale, certain real property in **Klamath County, Oregon**, described as:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Together with all tenements, hereditaments and appurtenances, including easements, and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues, and profits thereof, together with all fixtures now or hereafter attached to or used in connection with said real estate.

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 the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.585.

*WARNING: 12 USC 1701/-S regulates and may prohibit exercise of this option.

F102-

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **Five Hundred Thirty Five Thousand dollars (\$535,000.00)**, 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 **January 13, 2013**. ✓

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained 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 become immediately due and payable.

Grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement therein; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement, which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said property against loss or damage by fire and other hazards as the Beneficiary may require, in an amount not less than **\$535,000.00**, written by companies acceptable to the Beneficiary, with loss payable to Beneficiary; proof of insurance shall be delivered to the Beneficiary as soon as issued.
4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipt of payment to Beneficiary.
6. 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 payment, 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 of Grantor, described in paragraphs 7 and 8 of this Trust Deed section, 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 herein before 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 payable and constitute a breach of this Trust Deed.
7. 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 together with trustees' and attorneys' fees actually incurred.
8. 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 evidence of title and the Beneficiary's or Trustee's attorneys' fees. The amount of attorneys' fees mentioned in this paragraph 7 above 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 attorneys' fees on such appeal.

The parties mutually agree:

1. In the event that any portion of the property is taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorneys' fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, be 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.

2. 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 attorneys' fees upon any indebtedness secured hereby, in such order as Beneficiary may determine.

3. 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.

4. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement contained 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 event Beneficiary, at its election, may proceed 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 said described real 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.

5. The Grantor and those persons authorized by ORS 86.753 may cure any default(s) 5 days before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law.

In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.

6. 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) 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 interest may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.


7. 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 an 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.

The Grantor covenants to and agrees with the Beneficiary and the Beneficiary's successors in interest that the Grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the Grantor will warrant and forever defend the same against all persons whomsoever.

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 deed and whenever the context so requires the singular number includes the plural.

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


Bruce E. Brink

STATE OF Oregon)
)ss.
County of Klamath)

This instrument was acknowledged before me on this 11 day of January, 2010
by **Bruce E. Brink**.



Notary Public for Oregon

My commission expires: 11/7/2012

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: , Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same.

Mail Reconveyance to:

Dated: _____

By _____

By _____

By _____

Beneficiary

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee before cancellation before reconveyance is made.**

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

BEGINNING AT A POINT 990 FEET NORTH OF AN IRON PIN DRIVEN INTO THE GROUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, WHICH IRON PIN IS 30 FEET EAST OF THE CENTER OF A ROAD INTERSECTING THE KLAMATH FALLS-LAKEVIEW HIGHWAY FROM THE NORTH AND 30 FEET NORTH OF THE CENTER OF SAID HIGHWAY; THENCE EAST 330 FEET; THENCE SOUTH 66 FEET; THENCE EAST 330 FEET; THENCE NORTH 273.5 FEET; THENCE WEST 440 FEET; THENCE SOUTH 191.5 FEET; THENCE WEST 220 FEET; THENCE SOUTH 16 FEET TO THE PLACE OF BEGINNING, IN THE COUNTY OF KLAMATH, STATE OF OREGON. Together with a 1965 Manufactured Home, ID#157997, Jet Stream , Serial No. S915

ADDRESS: 2046 OGDEN STREET, R-3909-001BC-02800 ✓

PARCEL 2:

PARCEL 1 OF LAND PARTITION 1-96 BEING A PORTION OF LOT 13, BLOCK 6, ALTAMONT ACRES, SITUATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 SOUTH RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

ADDRESS: 3306 CREST STREET, R-3909-010AB-01202 ✓

PARCEL 3:

LOT 25 IN BLOCK E OF HOMECREST, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS 1847 BURNS STREET, R-3909-003AB-02001 ✓

PARCEL 4:

A PORTION OF LOT A ENTERPRISE TRACT #24, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT A OF SUBDIVISION OF ENTERPRISE TRACT 24, KLAMATH COUNTY, OREGON, 675 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT A; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT A, 75 FEET; THENCE EAST 299.5 FEET; THENCE NORTH 75 FEET; THENCE WEST 299.5 FEET TO THE PLACE OF BEGINNING.

ADDRESS: 2201 ARTHUR STREET, R-3909-003BD-00700 ✓

PARCEL 5:

THE SOUTHERLY 34 FEET OF THE EASTERLY 88 FEET OF LOT 4 BLOCK 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON AND THE NORTHERLY 5 FEET OF THE EASTERLY HALF OF LOT 5 BLOCK 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, AND ALSO A STRIP OF LAND TWO (2) FEET WIDE OF THE SOUTHERLY 34 FEET OF THE EASTERLY END OF THE WESTERLY 90 FEET OF LOT 4, BLOCK 33 HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH STATE OF OREGON.

ADDRESS: 1618 CRESCENT AVENUE, R-3809-029DA-03700 ✓

PARCEL 6:

THE EAST 100 FEET OF LOTS 9 AND 10, BLOCK 27, WEST KLAMATH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 4999 WEYERHAEUSER ROAD, R-3908-013DA-02100 ✓

PARCEL 7:

LOTS 1 AND 2, BLOCK 3, RIVERVIEW ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 2110 GREENSPRINGS DRIVE, R-3909-005CD-07200 AND R-3909-005CD-07300 ✓

PARCEL 8:

TRACT 20, INDEPENDENCE TRACTS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREFROM THE EAST 100 FEET THEREOF.

ADDRESS: 3085 LODI STREET, R-3909-011AA-01000 ✓

PARCEL 9:

LOT 14 IN BLOCK 19, HOT SPRINGS 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.

ADDRESS: 1661 MANZANITA STREET, R-3809-029AD-09700 ✓

PARCEL 10:

LOT 11, BLOCK 54, SECOND ADDITION TO HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ADDRESS: 320 MICHIGAN AVENUE, R-3809-28CC-02900 ✓

PARCEL 11:

LOT 15, BLOCK 55, SECOND HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ADDRESS: 1751 WALL STREET, R-3809-28CC-4600 ✓

PARCEL 12:

THE SOUTH 50 FEET OF LOT 8 AND THE NORTH 70 FEET OF LOT 8, BLOCK 209, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ADDRESS: 1401 AND 1415 E MAIN STREET, R-3809-033DC-07100 AND R-3809-033DC-07000 ✓

PARCEL 13:

LOTS 30, 31 AND 32 BLOCK 6, INDUSTRIAL 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.

ADDRESS: 1908 VINE STREET, R-3809-033BD-05800 ✓

PARCEL 14:

THE SOUTHERLY 85.94 FEET OF LOT 1, THE SOUTHERLY 85.88 FEET OF LOT 2, THE SOUTHERLY 85.82 FEET OF LOT 3 ALL BLOCK 14, INDUSTRIAL 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.

ADDRESS: 1903 ORCHARD AVENUE, R-3809-033BD-01300 ✓

PARCEL 15:

LOTS 17 AND 18, BLOCK 14, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ADDRESS: 436 RICHMOND STREET, R-3809-033BD-00100 ✓

PARCEL 16:

LOT 50 AND THE WESTERLY ONE HALF OF LOT 51 IN BLOCK 18 OF INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 342 MARTIN STREET, R-3809-033AB-12200 ✓

PARCEL 17:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 5 IN SAID BLOCK 21; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF MARTIN STREET A DISTANCE OF 50 FEET TO THE MOST WESTERLY CORNER OF LOT 6 IN SAID BLOCK 21; THENCE NORTHEASTERLY ALONG THE LINE BETWEEN LOTS 6 AND 7 IN SAID BLOCK A DISTANCE OF 50 FEET; THENCE SOUTHEASTERLY PARALLEL WITH MARTIN STREET A DISTANCE OF 50 FEET; THENCE SOUTHWESTERLY ALONG THE LINE BETWEEN LOTS 5 AND 6 IN SAID BLOCK A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

ADDRESS: 349 MARTIN STREET, R-3809-033AB-09800 ✓

PARCEL 18:

PARCEL 2 OF LAND PARTITION 42-94, SAID LAND PARTITION BEING A PARTITION OF LOT 2, BLOCK 4, BRYANT TRACTS NO. 2, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

ADDRESS: 4049 FRIEDA AVE. R-3809-034DD-00201 ✓

PARCEL 19:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 23 IN BLOCK 21 OF INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE NORTHEASTERLY AT RIGHT ANGLES TO MARTIN STREET, 100 FEET TO DIVISION STREET THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF DIVISION STREET, 27 FEET 2 INCHES; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO MARTIN STREET 50 FEET; THENCE SOUTHEASTERLY PARALLEL WITH MARTIN STREET, 10 FEET 4 INCHES; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO MARTIN STREET; THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY LINE OF MARTIN STREET, 37 1/2 FEET TO THE PLACE OF BEGINNING, BEING A PART OF LOTS 22 AND 23 OF SAID BLOCK AND ADDITION, AS SHOWN ON THE DULY RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 313 MARTIN STREET R-3809-033AB-08100 ✓

PARCEL 20:

ALL OF LOTS 24, 25 AND THE SOUTHEAST ONE-HALF OF LOT 26 IN BLOCK 21 OF INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH AN INTEREST IN A CERTAIN COMMUNITY DRIVEWAY AND GARAGE AS SHOWN IN BOOK 104 PAGE 190, RECORDS OF KLAMATH COUNTY, OREGON.

ADDRESS: 309 MARTIN STREET, R-3809-033AB-08000 ✓

PARCEL 21:

LOTS 14 AND 15 IN BLOCK 25, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS,

ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 445 DIVISION STREET, R-3809-033AB-05200 ✓

PARCEL 22:

LOT 606, BLOCK 103, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ADDRESS: 2041 DARROW AVENUE, R-3809-033AC-14900 ✓

PARCEL 23:

LOT 592, BLOCK 108, OF MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 2125 DARROW AVENUE, R-3809-033AC-16500 ✓

PARCEL 24:

ALL THAT PORTION OF LOT 594 IN BLOCK 108, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 55 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 595 BLOCK 108 OF SAID ADDITION, THENCE EAST ALONG THE NORTH LINE OF DARROW AVENUE 45 FEET TO THE SOUTHWEST CORNER OF LOT 593 OF SAID BLOCK AND ADDITION; THENCE NORTH AT RIGHT ANGLES TO DARROW AVENUE AND BETWEEN THE LOT LINE OF LOTS 593 AND 594 OF SAID BLOCK 70 FEET; THENCE WEST AND PARALLEL WITH DARROW AVENUE 45 FEET; THENCE SOUTH AT RIGHT ANGLES TO DARROW AVENUE 70 FEET TO THE PLACE OF BEGINNING.

ADDRESS: 2111 DARROW AVENUE, R-3809-033AC-16300 ✓

PARCEL 25:

LOT 502 IN BLOCK 109 MILLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 2115 VINE AVENUE, R-3809-033AC-10600 ✓

PARCEL 26:

THE NORTHERLY 40 FEET OF LOTS 394 AND 395, BLOCK 113 MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 625 MARTIN STREET, R-3809-033AC-07300 ✓

PARCEL 27:

**LOT 371, BLOCK 122 OF MILLS ADDITION TO THE CITY KLAMATH FALLS, OREGON,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF
CLERK OF KLAMATH COUNTY, OREGON.**

ADDRESS: 605 DIVISION STREET, R-3809-033AD-08200 ✓

PARCEL 28:

**LOT 358 IN BLOCK 123 OF MILLS ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF
ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF KLAMATH COUNTY, OREGON.**

ADDRESS: 2345 ORCHARD AVENUE, R-3809-033AD-07100 ✓

PARCEL 29:

**LOT 365 IN BLOCK 122 OF MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE
COUNTY OF KLAMATH, STATE OF OREGON.**

ADDRESS: 2348 ORCHARD AVENUE, R-3809-033AD-07600 ✓

PARCEL 30:

**LOT 544, BLOCK 127, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF
CLERK OF KLAMATH COUNTY, OREGON.**

ADDRESS: 2427 DARROW AVENUE, R-3809-033AD-16500 ✓

PARCEL 31:

**LOT 626 IN BLOCK 128, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO
THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF CLERK OF
KLAMATH COUNTY, OREGON.**

ADDRESS: 2553 APPLGATE AVENUE, R-3809-033DA-01600 ✓

PARCEL 32:

**THE N 1/2 OF LOT 8, BLOCK 212, MILLS SECOND ADDITION TO THE CITY OF KLAMATH
FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK
OF KLAMATH COUNTY, OREGON.**

ADDRESS: 1101 E MAIN ST, R-3809-033DB-11400 ✓

PARCEL 33:

THE SOUTH 38 FEET OF LOTS 624 AND 625, BLOCK 128 MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

ADDRESS: 919 MITCHELL ST, R-3809-033DA-01500 ✓

PARCEL 34:

LOT 45 OF LEWIS TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Together with a 1973 Manufactured Home, ID#164774, Glenbrook, Serial No. S041

ADDRESS: 1502 IVORY ST, R-3809-035CD-05100 ✓

PARCEL 35:

THE WESTERLY ONE-HALF OF LOT 598 IN BLOCK 103 OF MILLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 2042 VINE AVE, R-3809-033AC-13600 ✓

PARCEL 36:

LOT 27 AND THE SOUTHERLY 11 FEET OF LOT 26, LEWIS TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 1539 IVORY ST, R-3809-035CD-06800 ✓

PARCEL 37:

THE SOUTH 50 FEET OF THE NORTH 52.82 FEET OF THE EAST 134 FEET OF TRACT 19, HOMEDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ADDRESS: 3646 MADISION ST. R-3909-011AD-02200 ✓

PARCEL 38:

PART OF BLOCK 7, CANAL ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST LINE OF OAK STREET, WHICH POINT IS THE MOST NORTHERLY CORNER OF LOT 4; THENCE SOUTHEAST ALONG THE LOT LINE COMMON TO LOTS 3 AND 4, 60 FEET; THENCE SOUTHWEST ALONG A LINE PARALLEL TO AND 60 FEET DISTANT SOUTHEAST FROM OAK STREET, TO THE INTERSECTION OF SAID LINE WITH NORTHEAST LINE OF 9TH STREET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF 9TH STREET TO THE MOST WESTERLY CORNER OF LOT 5; THENCE NORTHEAST ALONG THE SOUTHEAST LINE OF OAK STREET, 70.93 FEET TO THE POINT OF BEGINNING.

ADDRESS: 900 & 904 OAK AVE, R-3809-032AA-03400 ✓

PARCEL 39:

ALL OF LOT 20 AND THE NORTHWESTERLY ONE-HALF OF LOT 19 IN BLOCK 21 OF INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, BEING A RECTANGULAR PIECE OF LAND 37 1/2 FEET WIDE AND 100 FEET LONG, FACING 37 1/2 FEET ON BOTH MARTIN AND DIVISION STREETS.

ADDRESS: 319 MARTIN STREET, R-3809-033AB-08400 ✓

Exhibit "B" to Deed of Trust in Klamath County, Oregon

This deed of trust is junior to the following:

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Bruce E. Brink and Helen G. Wolter
Grantee/Beneficiary: Klamath First Federal Savings and Loan Association
Trustee: William L. Sisemore
Amount: \$27,625.00
Recorded: February 22, 1993
Recording Information: Volume M93 Page 3686, Records of Klamath County, Oregon

A document recorded July 27, 2000 in Volume M00 Page 27484, Records of Klamath County, Oregon provides that Pacific Cascades Financial, Inc. was substituted as trustee under the deed of trust.

Affects Parcel 4, 2201 Arthur Street, Klamath Falls, OR

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Leela Benjamin and Helen Wolter
Grantee/Beneficiary: Klamath First Federal Savings and Loan Association
Trustee: William L. Sisemore
Amount: \$17,625.00
Recorded: December 12, 1988
Recording Information: Volume M88 Page 21852, Records of Klamath County, Oregon

A document recorded July 27, 2000 in Volume M00 Page 27484, Records of Klamath County, Oregon provides that Pacific Cascades Financial, Inc. was substituted as trustee under the deed of trust.

Affects Parcel 21, 445 Division Street, Klamath Falls, OR

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Leela Benjamin and Helen G. Wolter
Grantee/Beneficiary: Klamath First Federal Savings and Loan Association
Trustee: William L. Sisemore
Amount: \$15,750.00
Recorded: June 30, 1988
Recording Information: Volume M88 Page 10201, Records of Klamath County, Oregon

A document recorded July 27, 2000 as Volume M00 Page 27484, Records of Klamath County, Oregon of Official Records provides that Pacific Cascades Financial, Inc. was substituted as trustee under the deed of trust.

Affects Parcel 25, 2115 Vine Avenue, Klamath Falls, OR

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Bruce E. Brink and Leela Benjamin
Grantee/Beneficiary: Klamath First Federal Savings and Loan Association
Trustee: William L. Sisemore
Amount: \$22,500.00
Recorded: December 22, 1989
Recording Information: Volume M89 Page 24706, Records of Klamath County, Oregon

A document recorded July 27, 2000 as Volume M00 Page 27484, Records of Klamath County, Oregon of Official Records provides that Pacific Cascades Financial, Inc. was substituted as trustee under the deed of trust.

Affects Parcel 26, 625 Martin Street, Klamath Falls, OR

Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Leela Benjamin and Helen Wolter
Grantee/Beneficiary: Klamath First Federal Savings and Loan Association
Trustee: William L. Sisemore
Amount: \$20,000.00
Recorded: December 11, 1987
Recording Information: Volume M87 Page 22478, Records of Klamath County, Oregon

Affects Parcel 30, 2427 Darrow Avenue, Klamath Falls, OR