

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he 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, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand 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 or 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Joseph Jay Schwartzman
Joseph Jay Schwartzman
Ernestina Rose Schwartzman
Ernestina Rose Schwartzman

STATE OF OREGON,)
County of Klamath) ss.
October 26, 19 76
Personally appeared the above named
Joseph Jay Schwartzman &
Ernestina Rose Schwartzman,
Husband & Wife

STATE OF OREGON, County of _____) ss.
Personally appeared _____ and
_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____ president and that the latter is the
_____ secretary of
_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

and acknowledged the foregoing instru-
ment to be their voluntary act and deed.
Before me:
Ruth C. Daniel
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires: 3/1/79

Before me:

Notary Public for Oregon
My commission expires: _____
(OFFICIAL SEAL)

\$ 7,650.00 Klamath Falls, Oregon October 26, 19 76

I, (or if more than one maker) we, jointly and severally, promise to pay to the order of
City of Klamath Falls at 226 S. 5th St., Klamath Falls, OR 97601
Seven Thousand Six Hundred Fifty and no/100ths DOLLARS,
with interest thereon at the rate of 8 1/2 per cent. per annum from October 26, 1976 until paid,
principal and interest payable in monthly installments of not less than \$ 94.85 in any one payment; each payment as made
shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 26th day
of November 19 76, and a like payment on the 26th day of each month thereafter until
November 19 86, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said
installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the
holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's
fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's
fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed
by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Joseph Jay Schwartzman
Joseph Jay Schwartzman
Ernestina Rose Schwartzman
Ernestina Rose Schwartzman

FORM No. 807—INSTALLMENT NOTE

SN Stevens-Ness Law Publishing Co., Portland, Ore.

TRUST DEED
(FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
Joseph Jay & Ernestina
Rose Schwartzman, Husband
& Wife
Grantor
City of Klamath Falls,
a Municipal Corporation
Beneficiary
AFTER RECORDING RETURN TO
City of Klamath Falls
226 S. 5th St.
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

FEE \$ 6.00

STATE OF OREGON)
County of KLAMATH) ss.
I certify that the within instru-
ment was received for record on the
29th day of OCTOBER, 19 76,
at 11:44 o'clock A.M., and recorded
in book M. 76 on page 17195 or
as file/reel number 20934.
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.
Wm. D. Milne
COUNTY CLERK Title
By *Hazel Dujeil* Deputy