

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);
XXXXXX for any other purpose, 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.

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 pledges, 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.)

Lawrence A. Wagner
Lawrence A. Wagner

Rita D. Wagner

Rita D. Wagner

STATE OF OREGON,

County of Klamath

March 25, 19 77

Personally appeared the above named

Lawrence A. & Rita D. Wagner,

Husband & Wife

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) Rita D. Daniel
Notary Public for Oregon

My commission expires: 3-7-79

(ORS 93.490)

STATE OF OREGON, County of

Personally appeared

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

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 behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

\$ 7,650.00

Klamath Falls, Oregon

March 25, 19 77

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 & 00/100ths

with interest thereon at the rate of 8 1/2 per cent. per annum from March 25, 1977, DOLLARS, 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 25th day of April, 19 77, and a like payment on the 25th day of each month thereafter until

installments is not so paid, the whole sum of both principal and interest to become immediately due and payable; if any of said 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.

Lawrence A. Wagner
Lawrence A. Wagner
Rita D. Wagner

TRUST DEED

(FORM No. 881)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

FEE \$ 6.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 1st day of April, 19 77, at 3:10 o'clock P.M., and recorded in book M77 on page 5485 or as file/reel number 27551

Record of Mortgages of said County. Witness my hand and seal of County attixed.

WM. D. MILNE

COUNTY CLERK

By Hazel Wagner Deputy