

6662

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).

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.)

Paul McDonald

Paul McDonald

STATE OF ~~California~~ ^{Calif.}) ss.
County of Klamath)
March 23, 19 77
Personally appeared the above named
Paul McDonald, a Single Man

(CRS 93.490)

STATE OF OREGON, County of _____, ss.
_____, 19 _____

Personally appeared _____ and

each for himself and not one for the other, did say that the former is the _____ who, being duly sworn, 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.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
JEAN D. FULMER
NOTARY PUBLIC - CALIFORNIA

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

\$ 8,100.00 Klamath Falls, Oregon March 23, 1977
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
Eight Thousand One Hundred & 00/100ths

with interest thereon at the rate of 8 1/2 per cent. per annum from March, 1977, until paid,
principal and interest payable in monthly installments of not less than \$ 100.43 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 _____ day
of April 23, 1977, and a like payment on the _____ day of each month thereafter until

April 23, 1987, 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.

Paul McDonald
Paul McDonald

FORM No. 807—INSTALLMENT NOTE.

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

Grantor	SPACE RESERVED FOR RECORDER'S USE
Beneficiary	

AFTER RECORDING RETURN TO
City of Klam Falls
226 So 5th
City

FEE \$ 6.00

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

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 20th day of APRIL, 1977, at 10:08 o'clock A.M., and recorded in book M77 on page 6661 or as file/reel number 28337.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title

By Hazel Draz Deputy