





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.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.  
December 28, 1977

Personally appeared the above named  
John L. Ernest and Janice W. Ernest,  
Husband and Wife

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

(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: 3-7-79

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_, 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 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)

\$10,755.00 Klamath Falls, Oregon December 28, 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 South Fifth St., Klamath Falls, OR 97601  
Ten Thousand Seven Hundred Fifty-five and no/100----- DOLLARS,

with interest thereon at the rate of 8 1/2 per cent. per annum from December 28, 1977 until paid, principal and interest payable in monthly installments of not less than \$133.35 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 28th day of January, 1978, and a like payment on the 28th day of each month thereafter until January, 1988, 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.

John L. Ernest  
Janice W. Ernest  
Janice W. Ernest

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.

John L. Ernest and Janice W.

Ernest, Husband and Wife

Grantor

City of Klamath Falls,

A Municipal Corporation

Beneficiary

AFTER RECORDING RETURN TO

City of Klamath Falls  
226 South Fifth Street  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

# STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 27th day of January, 1978

at 9:02 o'clock A.M., and recorded in book M78 on page 1615 or as file/reel number 42265

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By \_\_\_\_\_ Deputy

Fee \$6.00