

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 except Mortgage with State of Oregon, represented and acting by the Director of Veterans' Affairs, dated November 22, 1976, Recorded November 22, 1976 in Volume M76 page 18619, Microfilm Records of Klamath County, OR, and that he will warrant and 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 this day and year first above written.

* IMPORTANT NOTICE: Delete, by striking it, 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 Z by making required disclosures for this purpose. If this instrument is for the purchase of a dwelling, use Form No. 1005 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 is not required, disregard this notice. (If the signor of the above is a corporation use the form of acknowledgment appended.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

19

Personally appeared the above named

Wesley A. Powless and Betty J. Powless

and acknowledged the foregoing instrument to be

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 2-6-79

STATE OF OREGON, County of) ss.

19

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 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

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 said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: 19

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 2nd day of May, 1978, at 1:27 o'clock P.M., and recorded in book M78 on page 9438 or as file/real number 47810, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

H. D. MILDEN

County Clerk Title

By Berntha S. Bloch Deputy

Fee \$8.00

Teacher's Credit Union
3737 Hawthorn Way
City, OR 97531