

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 the grantor's personal, family, household or agricultural purposes (see Important Notice below);
- (b) secondarily for the grantor's 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 instrument described hereby, whether or not named as a beneficiary herein, in construing this deed and whenever the context so requires, the singular gender includes the feminine and the masculine, 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 Before, by living act, whether or voluntarily full or (b) is not applicable, if voluntary (b) is applicable to the beneficiary in a limited or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z for making required disclosures; for this purpose, if this instrument is a loan, it is a loan for the purchase of or dwelling, use, improvement, lease, or repair of the property; if the instrument is not for the purchase of or dwelling, use, improvement, lease, or repair of the property, it is not a loan for the purchase of or dwelling, use, improvement, lease, or repair of the property. If the instrument is not a loan for the purchase of or dwelling, use, improvement, lease, or repair of the property, it is not a loan for the purchase of or dwelling, use, improvement, lease, or repair of the property. If the instrument is not a loan for the purchase of or dwelling, use, improvement, lease, or repair of the property, it is not a loan for the purchase of or dwelling, use, improvement, lease, or repair of the property.

STATE OF OREGON,

County of Klamath

September 14, 1978

Personally appeared the above named HERMAN

P. SMITH and RAMONA I.

SMITH, husband and wife,

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

(OFFICIAL SEAL)

Before me:

Charles B. Berman

Notary Public for Oregon

My commission expires May 13, 1981

1015-12-100

STATE OF OREGON, County of

ss.

Personally appeared

and

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)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

Trustee

The undersigned in 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/they 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 evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to convey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail to their true and documents to

DATED:

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Beneficiary

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

TRUST DEED

(FORM NO. 881)

STANDARD FORM NO. 881, 1977, AND 1978

HERMAN P. and RAMONA I. SMITH

Grantor

I KEITH W. and LILA M. DODD

Beneficiary

After recording return to

H. F. SMITH
Attorney at Law
540 Main Street
Astoria, Oregon 97103

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 18th day of September, 1978, at 3:22 o'clock P.M., and recorded in book 478 on page 20584 or as file/reel number 55126 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

County Clerk

Title

By *[Signature]* Deputy

Fee \$6.00