

20662

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 loans represented by the above described note and this trust deed are:

- primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),
- for use as aforementioned, or ~~commercial~~^{as a general purpose} for business or commercial purposes other than agricultural purposes.

This deed applies no more to the benefits 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 municipal bonds issued hereunder, whether or not named as a beneficiary herein. I constrained this deed and whenever the context so requires, the singular gender includes the plural and vice versa, 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 filing act, whichever remedy (a) or (b) is not applicable; if otherwise left in, it is applicable and the beneficiary is a creditor on such debt as defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with this Act and Regulation Z by making required disclosures for this purpose; if this instrument is to be a FORTIS loan to finance the purchase of a dwelling, see Stevens-Moor Form No. 12033 or equivalent; if this instrument is NOT to be a FORTIS loan, use Stevens-Moor Form No. 12034, or equivalent. If compliant with the Act and Regulation Z, disregard this section and the form of acknowledge each signature.)

STATE OF OREGON,

Couer of Klamath

September 15, 1978

Personally appeared to the above named
Frederick L. Taylor and Darlene M.
Taylor, husband and wife,

and acknowledging the foregoing being
their voluntary act and deed,
before me:

Darlene M. Taylor

Notary Public for Oregon

My commission expires 10-22-83

STATE OF OREGON, County of

ss.

Personally appeared

Frederick L. Taylor and Darlene M. Taylor, husband and not less than 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)

NO:

The undersigned is the legal owner and has all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been paid and satisfied. The holder or any creditor, or payment to you of any sum owing to you under the terms of this instrument, whether now held or hereafter to be held, and as reciting, without responsibility, to the grantor designated by the terms of said trust deed the undersigned and his spouse, hereby ratifies this instrument. Said grantor may sue and defend in his name.

Signed:

Ralph R. Harders

Beneficiary
Elaine J. Harders

TRUST DEED

1978 NO. 12034

Frederick L. Taylor

Darlene M. Taylor

Grantor

Ralph R. Harders

Elaine J. Harders

Beneficiary

Miriam Real Estate

Box 376

Chiloquin, OR 97624

STATE OF OREGON

ss.

County of Klamath

I certify that the within instrument was received for record on the 15th day of September, 1978, at 9:45 o'clock A.M., and recorded in book 173 on page 20661 or as file/reel number 55163, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Mal D. Milne

County Clerk

By *Lorraine S. Fletcher* Deputy

Fee \$5.00