



21422

The grantor ~~wishes~~ <sup>fully</sup> ~~surrenders~~ <sup>and</sup> ~~and~~ <sup>leaves</sup> ~~to~~ <sup>to</sup> ~~the~~ <sup>the</sup> beneficiary ~~and those claiming under him, that he has~~ <sup>and</sup> ~~and~~ <sup>and</sup> ~~has~~ <sup>has</sup> ~~described~~ <sup>described</sup> ~~real~~ <sup>real</sup> ~~property~~ <sup>property</sup> ~~and has a valid, unencumbered title thereto EXCEPT~~ <sup>and has a valid, unencumbered title thereto EXCEPT</sup> ~~Deed to Klamath First Federal Savings & Loan Association of Oregon, to which this Second Trust Deed is second and junior~~ <sup>Deed to Klamath First Federal Savings & Loan Association of Oregon, to which this Second Trust Deed is second and junior</sup> ~~and that he will~~ <sup>and that he will</sup> ~~and forever defend the same against all persons whomsoever.~~

The grantor ~~wishes~~ <sup>fully</sup> ~~surrenders~~ <sup>and</sup> ~~and~~ <sup>leaves</sup> ~~to~~ <sup>to</sup> ~~the~~ <sup>the</sup> beneficiary ~~the proceeds of the loan represented by the above described note and this trust deed are:~~ <sup>the proceeds of the loan represented by the above described note and this trust deed are:</sup>  
 (a) ~~primarily~~ <sup>for</sup> ~~for~~ <sup>for</sup> ~~the~~ <sup>the</sup> grantor's personal, family, household or agricultural purposes (see Important Notice below),  
 (b) ~~for other~~ <sup>and</sup> ~~and~~ <sup>and</sup> ~~business or commercial purposes other than agricultural~~ <sup>business or commercial purposes other than agricultural</sup>  
~~purposes.~~

This deed ~~represents~~ <sup>represents</sup> ~~the~~ <sup>the</sup> intent of the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the instrument in question or of a prior instrument, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the term "he" shall include the neuter, and the singular number includes the plural.

## IN WITNESS

IMPORTANT NOTICE: This instrument is not applicable if either or both spouses or such spouse or spouses as may be defined by law. The beneficiary MUST comply with the requirements for the payment of alimony and support. If this requirement is NOT complied with, the execution of the above is void.

## STATE OF OREGON,

County of September  
Previously appeared  
J. Meyers and  
Meyers, husband  
and wife.

and also  
thei  
R. J.  
Official  
Seal  
Notary Pub  
My comission  
My Commission

WHEREOF, said grantor has hereunto set his hand the day and year first above written.

*Ernest J. Meyers*  
Ernest J. Meyers

*Cheryl J. Meyers*  
Cheryl J. Meyers

SCE 43.00

## STATE OF OREGON, County of

, 19

Personally appeared

who, being duly sworn,  
sack for himself and not one for the other, did say that the former is the  
president and that the letter is the  
secretary of

, a corporation,  
and that the seal utilized to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in be-  
half 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 RECONVENTANCE

For credit only when obligations have been paid

, Trustee

FD:

The undersigned is the  
trustee whose name is fully  
stated above or purports  
to be the trustee with said  
entity's power held for your benefit.

GAT:ED

To your honor or attorney with whom

you may be dealing with respect to the above instrument, such instrument is retained by the trustee for cancellation before reconveyance will be made.

## TRUST DEED

SCE 43.00

A copy of this instrument is filed in the office of the recorder of deeds of the county where it is recorded.

MTC

AFTER RECORDING RETURN

SPACE RESERVED  
FOR  
RECORDED'S USE

## STATE OF OREGON

ss.

County of . I certify that the within instru-  
ment was received for record on the  
day of , 19 , at o'clock M., and recorded

in book on page or  
as file/reel number.

Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.

By

Title  
Deputy

21423

Subject, however, to the following:

1. To pay for the fiscal year 1978-1979, a lien, but not yet due and payable.
2. Agreement and release, including the terms and provisions thereof, pertaining to the control of water level of Klamath Lake, recorded December 22, 1931 in Volume 96, page 441, Deed Records of Klamath County, Oregon.
3. Building setback line, 10 feet wide, along Fawn Lane and Mustang Road at town on dedicated plat.
4. Restrictions as contained in plat dedication, to-wit: "This plat subject to: (1) a 16 foot public utilities easement as shown on the annexed plat and also a 16 foot public utilities easement centered on the back and sideline of all lots; (2) a 20 foot building setback line along the front of all lots; (3) additional restrictions as provided in any recorded protective covenants."
5. Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded May 6, 1968 in Volume M68, page 4084, Microfilm Records of Klamath County, Oregon.
6. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: June 16, 1976  
 Recorded: June 23, 1976  
 Volume: M76, page 9622, Microfilm Records of Klamath County, Oregon  
 Amount: \$20,000.00  
 Grantors: Jack L. Burniston and Arlene Margaret Burniston, husband and wife  
 Trustee: William Ganong, Jr.  
 Beneficiary: First Federal Savings and Loan Association of Klamath Falls, Oregon, which Grantors herein assume and agree to pay according to the terms and conditions thereof to Klamath First Federal Savings and Loan Association of Klamath Falls, Oregon, the unpaid principal balance of which is \$12,079.98 with interest paid to September 1, 1978.

#### ADDITIONAL CONDITIONS OF THIS SECOND TRUST DEED:

Grantors herein expressly covenant and agree to pay or see to the payment of the said prior Trust Deed, hereinafter mentioned, and to prevent any default thereunder, and further agrees that should any default be made in the payment of any installment of principal and interest on the prior Trust Deed, and should any such installment of principal and interest remain unpaid and in arrears for a period of 30 days, or should any suit be commenced or other action taken to foreclose the prior Trust Deed, then the amount secured by this Second Trust Deed shall become due and payable in full at any time thereafter, at the option of the holder of this Second Trust Deed and the note secured thereby.

Any assumption of the within Second Trust Deed without the express written consent of the Beneficiary shall be considered a breach

After recording return to;

Mountain Title Company  
 407 Main Street  
 Klamath Falls Oregon

STATE OF OREGON: COUNTY OF KLAMATH; in  
 Name of Main Title Company

Filed for record on 27th day of September 1978

Year and day of 1978, or

A.D. 19 at 9:50 a.m.  
 o'clock M. and  
 21421  
 Wm D. MILNE, County Clerk  
 EXHIBIT "A"

Seal of the County of Klamath