

TS

61022

TRUST DEED

Vol. <sup>m</sup> 79 Page 1061

THIS TRUST DEED, made this 15th day of January, 1979, between  
Bruce L. Gustafson and Alexis Gustafson, Husband and Wife, as Grantor,  
Mountain Title Company, as Trustee,  
and William Hollinger and Mae Hollinger, Husband and Wife, as Beneficiary.

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

The Westerly 44.2 feet of the S½ of Lot 2, Block 46, FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Beginning on the Northerly line of the named street between Block 46 and Block 51 at the Southwesterly corner of said Lot 2; thence Northeasterly along the line of the said street 44.2 feet; thence Northwesterly and parallel with Sixth Street, 55 feet; thence Southwesterly and parallel with aforesaid unnamed street 44.2 feet to the Westerly line of said Lot 2; thence Southeasterly along said line of said Lot 2, 55 feet to the place of beginning, being a part of Lot 2, Block 46 of FIRST ADDITION to the City of Klamath Falls, Oregon;

ALSO the Southeasterly 60 feet of Lot 3, Block 46, FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

4-3-1-1-1

10

1  
2  
3  
4  
5

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).  
(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 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.)

STATE OF OREGON, )  
County of Klamath ) ss.  
January 15, 1979  
Personally appeared the above named  
Bruce L. Gustafson and  
Alexis Gustafson

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

Before me:  
(OFFICIAL SEAL) *[Signature]*  
Notary Public for Oregon  
My commission expires:  
My Commission Expires July 13, 1981

(ORS 93.460)

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)

STEVENS NESS LAW PUB. CO. PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

MTC

SPACE RESERVED  
FOR  
RECORDERS USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the  
15th day of January, 1979  
at 3:04 o'clock P.M. and recorded  
in book M79 on page 1061 or  
as file reel number 61022  
Record of Mortgages of said County

Witness my hand and seal of  
County affixed.

Wm. D. Milne

County Clerk

By *[Signature]*

Title  
Deputy

Fee \$9.00