

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.)

Leon M. Black
Leon M. Black Power of Attorney

Violet L. Black
Violet L. Black Power of Attorney

(ORS 93.490)

STATE OF OREGON,)
County of Klamath) ss.
June 27, 19 79
Personally appeared the above named
Leon M. Black & Violet L. Black, h/w. by Richard L. Black Power of Attorney

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

(OFFICIAL SEAL)
Before me: *[Signature]*
Notary Public for Oregon
My commission expires 12/1/83
No prepayment of this ~~instrument~~ prior to January 1, 1980.

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:

(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

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

SPACE RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO

TA donna

STATE OF OREGON

County of _____

I certify that the within instrument 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

ADDENDUM

This is an Addendum to the Note and Trust Deed dated June 26, 1979, in which Leon M. Black and Violet L. Black are the grantor and William P. Burgess and Dorothy B. Burgess are the beneficiary.

In reference to the clause on the Note stating "No pre-payment of this note prior to January 1, 1980.", is to be changed to the following:

At the time of the closing of the sale of 617 N. 9th Street, from Leon and Violet Black to their purchasers; Leon M. Black and Violet L. Black are to pay the amount of principle down to \$15,900.00, plus any interest on the note which is due. A promissory note is to be drawn up, to William P. Burgess and Dorothy B. Burgess for the amount of \$15,900.00 at no interest due and payable on January 2nd, 1980.

At the time of the closing sale of 617 N. 9th Street, from Leon and Violet Black to their purchasers, and in connection with the above mentioned note for \$15,900.00; Leon M. Black and Violet L. Black will deposite said \$15,900.00 into as interest bearing account at their choice of Savings & Loans, through the Title Company. They are also to give the Title Company a letter of authorization, so that the Title Company may withdraw said funds on January 2, 1980 and disburse the \$15,900.00 to Willaim P. Burgess and Dorothy Burgess and disberse any interest earned on the account to Leon & Violet Black.

Both Parties also agree to execute any documents necessary at the time of the closing of the sale of the property from Leon & Violet Black to their purchasers, that may be needed to close out the Collection Escrow at Klamath First Federal Savings and Loan, between Black & Burgess.

William P. Burgess

6-27-79

Dorothy B. Burgess

6-27-79

Leon M. Black By Richard Black Power of Attorney

6-27-79

Violet L. Black By Richard Black Power of Attorney

6-27-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 28th day of June A. D. 1979 at 10:15 o'clock A. M., on

July recorded in Vol. 1070, of Mortgages on Page 15246

Wm D. MILNE, County Clk.

By Bernetha W. Hartsch

Fee \$9.00