

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 of such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation Z, 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 is 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 Santa Clara ss.
Klamath
September 13, 1979

Personally appeared the above named J. P. Zaffarano and J. M. Zaffarano, who, being duly sworn, 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 2/23/83.

OFFICIAL SEAL DON ELGIA HANCOCK NOTARY PUBLIC - CALIFORNIA
3930 Fabian Way M.S.D-02, Palo Alto, CA 94303

TO: 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

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. 881-1) STEVENS-NESS LAW, PUBL. CO., PORTLAND, ORE.

Grantee: ZAFFARANO

Grantor: KOPCZAK

Beneficiary: RICHARD K. KOPCZAK

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 Deputy

Lot 7, Block 4, Tract No. 1021, WILLIAMSON RIVER KNOLL, in the County of Klamath, State of Oregon.

This Trust Deed is an "ALL Inclusive Trust Deed " and is second and subordinate to the Trust Deed now of record dated August 15, 1979, and recorded August 23, 1979, in Book M-79 at Page 20162 in the official records of Klamath County, in favor of Jack T. Jamar as Beneficiary, which secures the payment of a Note therein mentioned in favor of Jack T. Jamar. Said Note in favor of said Jamar now has an unpaid principal balance of \$5,800.00. Richard R. Kopczak, Beneficiary herein, agrees to pay, when due, all payments due upon the said Promissory Note, in favor of Jack T. Jamar and will save Trustors herein, J. P. Zaffarano and J. M. Zaffarano harmless therefrom. Should the said Richard R. Kopczak as Beneficiary herein, default in making any payments due upon said Jamar Note, J. P. Zaffarano and J. M. Zaffarano may make said delinquent payment or payments and any sums so paid by Trustors herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 17th day of September A. D. 1979 at 3:28 clock P. M., and

is recorded in Vol. M79, of Mortgages on Page 22112

W. D. MILNE, County Clerk

By Lernach J. Detrich

Fee \$10.50