

19 79, between

TN-1  
KNOXVILLE, TENN. 37901  
830 KNOXVILLE, TENN. 37901

839 KNOX ST. LAKE  
 CHAS. E. HARRIS  
 THIS TRUST DEED, made this  
 11th day of February, 1904,  
 FILED RECORDING BOOK 10

WITNESSETH:

as Beneficiary,  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power, of sales the property  
in Klamath County, Oregon, described as:  
[Illegible description of property]  
[Illegible text]

The Southwesterly 36 feet of Lot 6, Block 62 of Nichols Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon. DE OREGON

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor hereunder, grantor hereby covenants, warrants and agrees that grantor shall pay to payee the sum of Ten thousand and no/100 Dollars, with interest thereon according to the terms of a promissory note executed by grantor to payee on 10/10/2010 and secured by a deed of trust in and to the above described property, the final payment of principal and interest hereof, if any, shall be made by grantor, on or before 10/10/2015.

note of even date herewith, payable to beneficiary or order and made by grantor, and the sum of 19.82 19.82  
not sooner paid, to be due and payable November 28 1982, 1982, on which the final installment of said note  
of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note  
of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note

note of even date herewith, payable to beneficiary or order and made by grantor, dated November 28, 1982, on which the final installment of said note not sooner paid, to be due and payable. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

then, at the beneficiary's option all obligations secured by the property herein, shall become immediately due and payable.

[illegible][illegible]

now or hereafter erected on the said premises may from time to time require, in  
and such other hazards as the beneficiary may from time to time require, in  
an amount not less than \$**10,000.00**, written in  
companies acceptable to the beneficiary as soon as insured;  
to policies of insurance shall be delivered to the beneficiary as soon as insured;  
for any reason to procure new coverage prior to the expiration date.

[illegible][illegible][illegible][illegible][illegible][illegible]

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property in this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 690.505.

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 beneficiary MUST comply with the Truth-in-Lending Act and Regulation Z, the 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, or is not to finance the purchase of a dwelling, 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 Klamath ) ss.  
November 28, 1979

Personally appeared the above named

Robert Thomas

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

Before me, Notary Public for Oregon

My commission expires: 11-9-83

STATE OF OREGON, County of ) ss.

Personally appeared

and duly sworn, 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 the 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)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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: 11-29-79

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. 681)  
STEVENS-NESS LAW PUBL. CO., PORTLAND, ORE.

TO: Klamath County, Oregon  
Grantor  
Beneficiary

AFTER RECORDING RETURN TO  
CERTIFIED MORTGAGE CO.  
836 Klamath Avenue  
Klamath Falls, Oregon 97601

COMPANY OF Klamath Falls, Oregon, a corporation of the State of Oregon, of the County of Klamath, Oregon.

SPACE RESERVED  
FOR  
RECORDING USE

I certify that the within instrument was received for record on the 29th day of November, 1979, at 3:56 o'clock P.M., and recorded in book/reel/volume No. M79 on page 27738 or as document/fee/instrument/microfilm No. 77450. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By D. Milne  
Deputy