

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 -- this Trust Deed is Second or Junior to a Trust Deed in favor of WILLIAM C. PAUGSTAT and MARJORIE R. PAUGSTAT, husband and wife recorded January 1981 in Book M-81 at page _____ 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 the purchase of real property for the grantor's personal, family, household or 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 as 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, 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.)

(ORS 93.490)

STATE OF OREGON,) ss.

County of Klamath
January 26, 1981

Personally appeared the above named Kenneth E. Cunard and Maryann L. Cunard

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 11-16-81

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____

_____ and _____

who, each being first

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.

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:

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. 881-1-1-1)
TO STEVENS-NESS (LAW) P.C., 2047 KLANSON ST.
IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal the day and year first above written.
KENNETH E. & MARYANN L. CUNARD
Grantor
WILLIAM C. & MARJORIE R. PAUGSTAT
Beneficiary
Transamerica Title
600 Main Street
Klamath Falls, OR 97601
Attent: Donna

STATE OF OREGON, County of Klamath) ss.
I certify that the within instrument was received for record on the 26th day of January, 1981, at 3:51 o'clock P.M., and recorded in book/reel/volume No. M81 on page 1247 or as document/fee/file/instrument/microfilm No. 95136. Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn County Clerk
By Bernetha A. Deitch Deputy
2000000001 DEED
Fee \$7.00