

20937

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 except matters of record

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 any other purpose not 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 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.)

David A. Berry
David A. Berry
Mary L. Berry
Mary L. Berry

STATE OF OREGON,

County of Columbia

December 12 1984

Personally appeared the above named

David A. Berry and
Mary L. Berry

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

(OFFICIAL SEAL)

Patricia K. Fails
Notary Public for Oregon

My commission expires 6-1-86

STATE OF OREGON, County of

ssa.

Personally appeared

and

who, each being first

advised, acknowledged 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

(OFFICIAL SEAL)

My commission expires

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

TO:

Trustee

The undersigned, the legal owner and holder of all indebtedness secured by the foregoing trust deed, A, 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 payment to satisfy its terms, 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

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Beneficiaries

Do not lose or destroy this Trust Deed OR THIS NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

BERRY

NORRIS

Beneficiaries

AFTER RECORDING RETURN TO:

Cyril M. Norris
P.O. Box 385

St. Helens, OR 97051

Fee: \$9.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for recording on the 17th day of December 1984 at 10:22 o'clock A.M. and recorded in book reel volume No. 44142 on page 20936 of said document fee file instrument number film No. 44142. Record of Mortgages of said County.

Witness my hand and seal of County affixed

Evelyn Biehn, County Clerk

By *Ann Smith* Deputy