MARIA No. FET - Congres Treat S and	Series_TRE ST DEED.	TRUST DEED	Vol. M& Pag	18 4704 @
59422	1.9th	Ma	_	, 19, between
THIS TRUST	DEED, made this 19th ALIS, a municipal corpo	ration		
	STANTING T ASSETT.			as Trustee, and
as Grantor,	OMPANY, INC., an Orego			
SUBURBAN WATER C	OMPANY, INC., an Orego	n Corporatio	on	
s Beneficiary,	,		erie e	and the second of the second o
<u>.</u>	W. ably grants, bargains, sells ar	ITNESSETH:	rustee in trust, with powe	r of sale, the property
Grantor irrevoca Klamath	ably grants, bargains, sens anCounty, Otegon, c	lescribed as:		1.5
1			18 2 Car (27) \$7 6 5	the Arman State of the Arman State of the St
esemb multiple to	r "A" ATTACHED HEFETO A	ND INCORPOR	ATED HEREIN.	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
PEK EXHIET	A MILITONIA		Contain to	
			en e	* * *
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			The section will be set to the section of the secti	Annual State of the
1.				
tion with said real estate. FOR THE PURPO	USAND AND NO/100 (\$80,	MANCE of each ag 000.00)	greement of grantor herein con	tained and payment of the
not sooner paid, to be du	th, payable to beneficiary or order us and psyable January 15 its of the debt secured by this last	rument is the date	, 19 94 , stated above, on which the i	inal installment of said not
	or alienated by the gramor with contion all obligations secured by	nout first having o this instrument, i	btained the written consent or crespective of the maturity	
then, at the beneficiary s	ediately clue and pay 151e. I real property is not currently used fo	or agricultural, timbe	er or grazing purposes.	

and rejornition permit any waste of said property.

To complete or resione promptly and in food and workmanlike manner any building or improvement which may be constructed, chamaged or destroyed thereon, and pay when due all costs incurred choice.

To complete any when due all costs incurred choice, covernints, conditional costs of the teaching y so requests, to the restrictions aftering attained in the teaching y so requests, to the restrictions and setting attained in the teaching y so requests, to provide any conditions and the teaching y so requests, to the restriction and the teaching y so requests, to the restriction and the teaching y so requests, to the condition of the teaching y so requests, to the provide and the teaching the teaching y to the first state of the teaching the provide and the teaching the teaching the provide and the teaching the teaching

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be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be aptime without notice, either in person, by agent or by a receiver to be aptime without notice, and without refer upon and take possession of said propthe indebtedness hereby secured, enter you are not seen of said propthe indebtedness hereby secured, enter you are not seen of said property or any part thereof, in its own in time sue or otherwise collect the rents, issues and profits, including those pand upon and take passession of said property, elses costs and expenses of operation and collection, including reasonable attorney's lees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any delault or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon delault by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such avent the beneficiary at his election may private of foreclose this trust deed in equity as a mortgage or direct the treate to foreclose this trust deed in equity as a mortgage or direct the treate of oreclose this trust deed in equity as a mortgage or direct the treate of oreclose this trust deed in to self the head described real property to satisfy the obligation secured hereby whereupon the trustee shall are secured as the required by law and proceed to loreclose this trust deed in the latter evitte notice

together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at in one parcel or the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying only the trustee in the deed of any matters of lact shall be conclusive proof life. The recitals in the deed of any matters of lact shall be conclusive proof the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

the grantor und beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale in-cluding the compensation of the trustee and a reasonable charge by matters aftorney. (2) to the obligation secured by the trust deed, (3) to all urroun having resounded less subsequent to the interest of the trustee with trust deed as their interest may appear in the order of their process, and (4) the surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneliciary may been time to the interest entitled to such

supplies. If all the granter of to his successor in interest entitled to such supplies.

16. Beneficiary may from time to time appoint a successor or successors to not make the successor to the successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor truster. The latter shall be vested with all title, powers and duties conferred truster the latter shall be vested with all title, powers and such appointment trusters herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument esseuted by beneficiary, which, when recorded in the mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which transfor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

HOTT: The Trust Deed /Act provides that the trustee hireunder must be either an attarney, who is an active member of the Oregon State Bar, a bank, trust company or noting and loon association outhorized to insure title to real trustings and loon association outhorized to do be siness under the lows of 10 egon or the United States, a title insurance company authorized to insure title to real trustings and loon association outhorized to do be siness under the lows of 10 egon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585, property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 none and that he will warrant and forever defend the same against all persons whomsoever. purposes.

This dood applies to, insures to the benefit of and binds all parties hereto, their heirs, legatess, devisees, administrators, execupersonal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the personal representatives, successors and assigns. The term beneficiary that mean the holder and whenever the context so requires, the rest secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the rest secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the rest secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the rest secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the rest secured hereby whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the rest secured hereby whether or not named as a beneficiary herein. IN WITNESS WHEREOF, said granter has hereunto set his hand the day and year first above written. CITY OF KLAMATH FALLS e IMPORTANT NOTICE: Delete, by lining out, whichever varirarly (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 #UST comply with the Act and Regulation by rusking required beneficiary #UST comply with the Act and Regulation by rusking required disclosures; for this purpose, if this instrument is to be a 4883 lien to finance disclosures; for this purpose, if this instrument is to be a 1985 lien to finance the purpose of the disclosures and in NOT to be a first lien, or is not to finance the purpose of a deciling see Several-Noss form No. 1306, or equivalent. If compliance with the Act is not required, disregard this nelice. Mayor Pro-Tem City Recorder d (If the signer of the above is a consecution, use the form of acknowledgment a possible.) Percoally appeared H. C. Douglas
Donna Wohlwend

ly sworn, did say that the for-Klamath ) 88. STATE OF OREGON, County of ..... March 19 STATE OF OREGON, who, each being first Mayor Pro-Tem County of . , 19.... duly sworn, did say that the former is the Mayor Pro-Tem

Grades and that the latter is the City Recorder

City of Klamath Falls, a municipal Personally appeared the above named... Executary of City of the seal affixed to the brosoing instrument is the corporate seal of said corporation and that the Instrument was signed and corporate seal of said corporation by authority of its board of Agreedets; sealed in behalf of said corporation by authority of its board of Agreedets and each of them acknowledged said instrument to be its woluntary act and deed.

Beloog Tix: and acknowledged the loregoing listrovoluntary act and deed ment to be Lesa Dale OFFICIAL Before me: Public for Oregon COFFICIAL Notary Public for Onigon My commission expires: 5-17-89 SEAL) My commission expires: REQUEST FOR FULL RECONVEYANCE to be used only when obligations have been paid. The undersigned is the legal owner and halden of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and invider of all indepted by the loregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You is reby are directed, on payment to you of any sums owing to you under the terms of said trust doed or pursuant to stainte, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you same error used or pullmant to statete, to canon an evidences of indepredicts secured by said trust used twinted are delivered to you herewith together with said trust deed) and to recently, without warranty, to the parties designated by the terms of said trust deed the estate row held bytyou under the same. Mail reconveyance and documents to DATED: Beneficiary net lose or destray this Trust Drad OR THE NOIE which it secures. Both react be delivered to the trustee for concellation before reconveyance will be mo STATE OF OREGON, 58. County of ..... TRUST DEED Fortify that the within instrument 33 82 5 A was received for record on the ..... .....day (FOLM No. 861) THE CITY OF KLAMATH FALLS in book/reel/volume No. ..... page .....or as fee/file/instru-SPACE RESERVED \*\*\*\* ment/microfilm/reception No..... Grants FOR SUBURBAN WATER COMPANY, INC. Record of Mortgages of said County. RECOLDER'S USE Witness my hand and seal of County affixed. Beneticin r AFTER RECORDING RETURN TO

CERTIFICATION OF THE PARTY OF T

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## PARCEL 1:

A parcel of land situated in the SEASH; of Section 12, Township 39 South, Range 8 East of the Willamette Muridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the East line of said Section 12 from which a 1 inch iron pin marking the Southeast corner of said Section 12 bears Southerly 150 feet distant, thence Northerly along the Section line 120.0 feet to a point; thence Westerly perpendicular to the Section line 80.0 feet to a point; thence Southerly parallel to the Section line 120.0 feet to a point; thence Easterly perpendicular to the Section line 80.0 feet to the point of beginning.

TOGETHER WITH a strip of land 60.0 feet in width situate in the SEk of Section 12, Township 39 South, Range 0 First of the Willamette Meridian, being 30.0 feet on either side of the following described centerline: Beginning at a point on the Easterly right of way line of State Highway No. 66 as the same is presently located and constructed from which point a 1 inch iron pin marking the South & section corner of said Section 12 bears South 74° 12' 05" West 1360.7 feet distant; thence South 62° 48' 45" East 360.44 feet to a point; thence around a 57.296 degree curve to the left, the long chord of which bears North 78° 36' 55" East 124.71 feet, 134.64 feet to a point; thence North 40° 02' 35" East 285.90 feet to a point; thence around a 11.459 degree curve to the right the long chord of which bears North 47° 49' 50" East 135.50 feet, 135.92 feet to a point; thence North 55° 37' 05" East 70.49 feet to a point; thence around a 38.197 degree curve to the right, the long chord of which bears South 85° 34' 43" East 187.99 feet, 203.18 feet, to a point; thence South 46° 46' 30" East 38% feet, more or less to the intersection with the Northerly boundaries of the water storage reservoir site, with the Northeasterly boundaries of the 60 feet easement extending South 46° 46' 30" East to their intersection with the Northerly and Westerly boundaries of the storage reservoir site respectively.

#### PARCEL 2:

All of Block 5; Lot 13 and the West 25 feet of Lot 16, Block 13, STEWART ADDITION, in the County of Klamath, State of Oregon.

#### PARCEL 3:

The Westerly 60 feet of the following described property, to wit: Beginning at a point on the West line of the SE% of the NE% of Section 13, Township 39 South, Range 8 East of the Willimette Meridian. Klamath County, Oregon, 12 feet South of the Northwest corner of said SE% of the NE%; thence East and parallel with the South line of said SE% of the NE%, 300 feet to a point; thence North and at right angles to said South line, 92 feet to a point in the said NE% of NE%; thence West and parallel with the South line of said NE% of NE%, 180 feet to a point; thence South at right angles to said South line 30 feet to a point; thence West and parallel with said South line 120 feet to a point on the West line of said NE% of NE%; thence South along said West line and the West line of the SE% of the said NE%, 62 feet to the point of beginning.

## PARCEL 4:

Lot 2 and that portion of tot 1, Block 2, FAIRHAVEN HEIGHTS, in the County of Klamath, State of Oregon, described as beginning at the Northeast corner of said Lot 2 and thence Northerly along the Easterly line of said Lot 1, 25 feet to a point on the said Easterly line; thence Westerly to the Northwesterly corner of said Lot 2; thence Southeasterly along the Northerly line of said Lot 2 to a point of beginning.

### PARCEL 5:

Lots 18 and 19, Block 27, WEST KLAMATH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

# PARCEL 6:

A tract of land situated within Lot 1, Block 2, TRACT 1203, COUNTRY VILLAGE, a duly recorded subdivision, said tract more particularly described as follows:

Beginning at a point on the Easterly right of way line of Debbie Drive, said point being North 208.45 feet from the Southwest corner of said Lot 1, said point also situated South 74° 22' 53" West 815.93 feet from the Northeast corner of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence along the arc of a curve to the left (radius = 230.00 feet, central angle = 01° 02' 20") 4.17 feet; thence Fast 72.04 feet; thence South 50.00 feet; thence West 72.00 feet; thence North 45.83 feet to the point of beginning, with bearings based on said Tract 1203, COUNTRY VILLAGE.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for	r record at request	of			the	21st	day
of	March	A.D., 19 _ 86	at 8135	o'clock _A _M., and duly	recorded in	Vol. <u>M86</u>	,
		of Nort	14503		<u> 704 .</u>	1 / 2	
				Evelyn Biehn,	County Clerk	1 8	<b>/</b> )
URE	813,00			Bv 5	The said	amien	