

THIS TRUST DEED, made this 6th day of March, 1986, between Alice C. Anderson, a single woman, as Grantor, Jeffrey D. Ball, City Attorney, as Trustee, and City of Klamath Falls, a municipal corporation, as Beneficiary.

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as: Lot 5, Block 54 of HOT SPRINGS SECOND ADDITION, to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, free of all encumbrances except reservations, restrictions, easements and rights-of-way of record and those apparent upon the land.

TOGETHER with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise lawfully 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 herein contained and payment of the sum of One hundred fifty and 00/100ths

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable February 10, 2006.

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 hereinafter expressed, shall become immediately due and payable.

The above described real property is not to be used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To grant, execute and maintain with property as good condition as to structure or condition any building or improvement thereon, to be insured or to cause any such building or improvement to be insured.
2. To complete or cause to be completed any building or improvement which may be constructed, damaged or destroyed, and to pay for all costs incurred in the construction, completion, repair or replacement thereof.
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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 pledgees, of the instrument 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 and year first above written.

IMPORTANT NOTICE: Debits, by Being met, whichever was only (a) or (b) is not applicable for a warranty (a) is applicable and the beneficiary is a creditor as such and 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 Oregon Form No. 1008 or equivalent. If this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Oregon Form No. 1006, 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

March 6, 1986

Personally appeared the above named

Alice C. Anderson, a single woman

and acknowledged the foregoing instrument as her voluntary act and deed

Before me

Isabel Rodriguez
Notary Public for Oregon

My commission expires

STATE OF OREGON, County of _____ ss.

19__

Personally appeared _____ 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)

TO QUEST FOR FULL RECONVEYANCE

To be used only when obligation have been paid.

TO:

Trustee

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 indexes 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 hereunto and by your under the same. All reconveyance and documents to

DATED:

19__

Beneficiary

(If not loan or security for Trust Deed (SEE THE NOTE) (4-14-81) same both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM 100, 1981)

UNRECORDED INSTRUMENT

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Office of Klamath Falls, Ark.
Planning Dept
P.O. Box 233
Klamath Falls, OR
97601

IMPACT RESERVED
FOR
RECORDING USE

STATE OF OREGON, _____ ss.
County of Klamath

I certify that the within instrument was received for record on the 21st day of March, 1986, at 2:30 o'clock P.M., and recorded in book/reel/volume No. MR6 on page 4749 or as fee/file/instrument/microfilm/reception No. 59446, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Babin, County Clerk

NAME

TITLE

By John Smith Deputy

Fee: \$9.00