

## BEFORE THE BOARD OF COMMISSIONERS OF KLAMATH COUNTY, OREGON

In the Matter of the Vacation of )  
 a portion of Seventh Street and )  
 some adjoining lots and alleys )  
 in Blocks 11 and 18 of Hessig )  
 Addition to Fort Klamath, Oregon )

ORDER 92-119

This matter came before the Board of Commissioners of Klamath County, Oregon on the petition of Joe McAuliffe Co., an Oregon Corporation, and Leonore C. McAuliffe, appearing by and through their attorney, William M. Ganong. Petitioners requested that the Board of County Commissioners vacate the public property described on Exhibit "A" attached hereto and incorporated herein by this reference.

On August 27, 1991, the Board of Commissioners conducted a public hearing on the petition in the Commissioners' conference room, Courthouse Annex, Klamath Falls, Oregon. Appearing at said hearing were Attorney William M. Ganong and Klamath County Public Works Director Earl Kessler.

The Board of County Commissioners having considered said petition and the testimony of Earl Kessler and oral argument of William M. Ganong find as follows:

1. Joe McAuliffe Co. and Leonore C. McAuliffe are the owners of all of the land which abuts the public property to be vacated. Said property owners filed with the Board of County Commissioners their consent to the proposed vacation.

2. By letter dated May 17, 1991, Francis D. Roberts, Assistant Director of Public Works, advised the applicants that the Department of Public Works has no objections to the proposed vacation.

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 or household purposes (see Important Notice below).  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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.

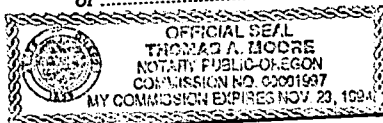
\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

+ Dorothy Jean Pierce  
x Jonathan Lee Pierce

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on 11/27/91, 1991,  
by Dorothy Jean Pierce + Jonathan Lee Pierce

This instrument was acknowledged before me on 11/27/91, 1991,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Thomas A. Moore  
Notary Public for Oregon  
My commission expires 11/23/94

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations 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 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)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Dorothy Jean Pierce

Jonathan Lee Pierce

Grantor

Motor Investment Co.

Beneficiary

AFTER RECORDING RETURN TO  
Motor Investment Co.  
P.O. Box 309  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$13.00

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 7th day of Nov., 1991, at 11:32 o'clock A.M., and recorded in book/reel/volume No. M91 on page 23397 or as fee/file/instrument/microfilm/reception No. 37091, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE  
By Pauline Neill, Deputy