

40389

TRUST DEED

Vol. m92 Page 1900

THIS TRUST DEED, made this 4TH day of DECEMBER, 1991, between
ERIC WALTMAN, as Grantor, PURE PROJECT,
 as Trustee, and KLAMATH COUNTY,
 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: A

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERE TO AND BY THIS
 REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN . . .

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of (\$ 3,500.00). This loan shall be interest-free (0%) and shall be due and payable in full upon sale or transfer, for any reason, of the subject project. The full amount of this note is due until July 1, 1993. After July 1, 1993 this note shall be reduced at a rate of 20% of the total each year over the next five (5) years and will be deemed fully satisfied July 1, 1998.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

It is mutually agreed that:

3. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary.

4. 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 grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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 for improvement of dwelling heating system on described property.

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 terms beneficiary shall mean the holder and owner, including pledges, or 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.

90 6 11 1991

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Eric C. Waltman
ERIC WALTMAN

Notary Certification

STATE OF OREGON

)
) ss ERIC WALTMAN
)

County of Klamath

This instrument was acknowledged before me on December 4, 1991
by _____

Dorothy W. Kennedy
Notary Public for Oregon

(SEAL)

My commissions expires: 3-12-93

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. 88)

Stevens-Mess Law Pub. Co. Portland, Ore.
ERIC WALTMAN

Grantor

KLAMATH COUNTY

Beneficiary

Return: Pure Project
403 Pine
Klamath Falls, Or. 97601

STATE OF OREGON,)
County of _____)

I certify that the within instrument
was received for record on the _____ day
of _____ 19____ at _____
o'clock _____ M., and recorded in book/reel/
volume No. _____ on page _____
or as fee/file/instrument/microfilm/
reception No. _____

Record of Mortgages of said County

Witness my hand and seal of
County affixed.

Name

Title

By

Deputy

EXHIBIT "A"

A Tract of land situated in the SE 1/4 NW 1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point which is North 261.14 feet along the quarter line from the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian and running thence North 89 degrees 49' West a distance of 401.68 feet to a point which is on the Easterly right of way line of the Dalles-California Highway; thence North 6 degrees 02' East a distance of 110.6 feet along said Easterly right of way line to a point; thence South 89 degrees 49' East a distance of 390.1 feet to a point which is on the Northwest quarter line of said section 7; thence South along the said Northwest quarter line a distance of 110.0 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pure Project the 29th day
of Jan. A.D., 19 92 at 9:06 o'clock A.M., and duly recorded in Vol. M92,
of Mortgages on Page 1900.

FEE \$18.00

Evelyn Biehn, County Clerk

By Lauren Mulendore