

883S

40774

TRUST DEED

Vol. 92 Page 2637

THIS TRUST DEED, made this 5TH day of FEBRUARY, 1992, between
 JOHN A. KOSTEN and SHERYL A. KOSTEN
 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:

SEE ATTACHED DESCRIPTION MARKED EXHIBIT "A"

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 (\$ 3,652.18). 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.

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

John A. Kosten
JOHN A. KOSTEN

Sheryl A. Kosten
SHERYL A. KOSTEN

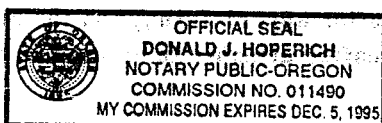
Notary Certification

STATE OF OREGON)

County of Klamath) ss)

This instrument was acknowledged before me on FEBRUARY 5, 1992

by _____



(SEAL)

Don J. Hoperich
Notary Public for Oregon

My commissions expires: 12-5-95

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.

JOHN A. KOSTEN

SHERYL A. KOSTEN

Grantor

KLAMATH COUNTY

Beneficiary

Return: Pure Project
403 Pine
Klamath Falls, Or.

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"DESCRIPTION:

PARCEL 1

Beginning at the Northwest corner of HOMEDALE TRACT 25, thence South 0 degrees 20' West 128.5 feet to a stake; thence South 46 degrees 01' East 398.1 feet to a stake; thence North 26 degrees 30' East 75.9 feet to the Northeast corner of said Tract 25; thence North 43 degrees 30' West 464.5 feet to the point of beginning, being portions of HOMEDALE Tract 24 and 25.

EXCEPTING THEREFROM that portion described as follows: Beginning at the Southwest corner of Lot 13, Homedale, Klamath County, Oregon; thence South 0 degrees 20' West along the East boundary of Homedale Road, 19.22 feet to a one-half inch iron pin; thence South 67 degrees 32' East, 32.26 feet to the Southerly boundary of Lot 13; thence North 43 degrees 16' 30" West, along the Southerly boundary of Lot 13, 43.33 feet, to the point of beginning.

PARCEL 2

Commencing at the Southwest corner of Lot 13, HOMEDALE, Klamath County, Oregon; thence South 43 degrees 16' 30" East, along the Southerly boundary of Lot 13, 43.33 feet to the true point of beginning; thence South 43 degrees 16' 30" East, 75.17 feet to an iron pin; thence North 8 degrees 06' 40" East, 31.88 feet to one-half inch iron pin; thence North 67 degrees 32' West, 60.63 feet to the true point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pure Project the 7th day
of Feb. A.D., 19 92 at 10:49 o'clock A M., and duly recorded in Vol. M92,
of Mortgages on Page 2637.

Evelyn Biehn, County Clerk

FEE \$18.00

By Darlene Mullins