

H91013-188
58884

TRUST DEED

Vol. m 93 Page 5762

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This Trust Deed, made this

2nd day of MAR, 1993

between

STEVEN A. HUTCHCRAFT

as Grantor(s),

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:

PARCEL 1: Lot 9 in Block 4 of Riverview Second Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: A tract of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a $\frac{3}{4}$ inch iron pipe marking the Northeast corner of Lot 9 in Block 4, RIVERVIEW SECOND ADDITION, said point being South 0°30'00" West 549.93 feet from the center quarter corner of said Section 5; thence South 89°30'00" East 70.00 feet to a $\frac{1}{2}$ inch iron pin; thence South 00°30'00" West, parallel with the East line of the said Riverview Second Addition, 106.50 feet to a $\frac{1}{2}$ inch iron pin; thence North 89°30'00" West 70.00 feet to a $\frac{1}{2}$ inch iron pin marking the Southeast corner of said Lot 9; thence North 00°30'00" East 106.50 feet to the point of beginning.

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 (\$ 2,655.00). 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 property. The full amount of this note is due until 7-1-93. After 7-1-93 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 7-1-98.

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 whosoever.

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, insures 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.

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

STEVEN A. HUTCHCRAFT

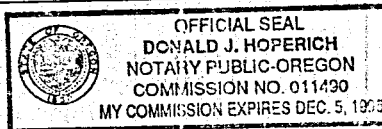
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STATE OF OREGON

) ss STEVEN A. HUTCHCRAFT

County of Klamath

This instrument was acknowledged before me on MARCH 2, 1993
by _____



Donald J. Hoperich
Notary Public for Oregon

(SEAL)

My commission expires: 12-5-95

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid or met.

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/or met and satisfied. You hereby are directed, on payment to you of any sum 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

The Trust Deed and the Promissory Note must not be lost or destroyed; to cancel, both must be delivered to trustee before reconveyance shall be made.

TRUST DEED

STATE OF OREGON

County of Klamath

STEVEN A. HUTCHCRAFT

2000 BEAVER STREET

KLAMATH FALLS, OR 97601

Grantor(s)

KLAMATH COUNTY

Beneficiary

I certify that the within instrument was received for record was received
for record on the 22nd day of March, 19, 93 at 10:38
o'clock A M., and recorded in book/reel/Volume No. M93
on page 5762 or as fee/file/instrument/microfilm/reception
No. 58884.

Record of Mortgages of said County
Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Name

Title

By

Douglas Mendenhall

Deputy

Fee \$15.00