

MAR 29 AM 3 04
TRUST DEED

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This Trust Deed, made this 23rd day of MARCH, 1993, between
DAVID G. OTEY AND CAROLYNN OTEY, 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:

Lot 11 in Block 2, CASCADE PARK

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 property. The full amount of this note is due until 7-1-94. After 7-1-94 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 7-1-99.

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.

3130

NOTARY PUBLIC

11-3317

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

David G. Otey
DAVID G. OTEY

Carolynn J. Otey
CAROLYNN OTEY

STATE OF OREGON

County of Klamath

)
) ss
)

DAVID G. OTEY AND CAROLYNN OTEY

This instrument was acknowledged before me on MARCH 23, 1993
by _____



OFFICIAL SEAL
DONALD J. HOPERICH
NOTARY PUBLIC-OREGON
COMMISSION NO. 011490
MY COMMISSION EXPIRES DEC. 5, 1995

(SEAL)

Notary Public for Oregon

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: MARCH 23, 1993

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

Beneficiary

DAVID G. OTEY

CAROLYNN OTEY

3540 HOPE STREET

KLAMATH FALLS, OR 97603

Grantor(s)

KLAMATH COUNTY

Beneficiary

I certify that the within instrument was received for record was received
for record on the 29th day of March, 1993 at 3:04
o'clock P.M., and recorded in book/reel/Volume No. M93
on page 6316 or as fee/file/instrument/microfilm/reception

No. 59140

Record of Mortgages of said County

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

Name

Title

By

Annette Mueller

Deputy

Fees: \$15.00