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TRUST DEED

Vol. m93 Page 13606

This Trust Deed, made this 9TH day of JUNE, 1993, between  
GARALD E. GIBSON AND KAREN A. GIBSON 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:

SEE 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  
(\$ 1,768.00). 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.

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TRUST DEED

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

GARALD E. GIBSON

KAREN A. GIBSON

STATE OF OREGON

County of Klamath

) ss

GARALD E. GIBSON AND KAREN A. GIBSON

This instrument was acknowledged before me on JUNE 9, 1993  
by \_\_\_\_\_OFFICIAL SEAL  
DONALD J. HOPERICH  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 011490  
MY COMMISSION EXPIRES DEC. 5, 1995

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 \_\_\_\_\_

GARALD E. GIBSON

KAREN A. GIBSON

4828 HWY 39

KLAMATH FALLS, OR 97603

KLAMATH COUNTY

Grantor(s)

Beneficiary

I certify that the within instrument was received for record 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"

## LEGAL DESCRIPTION:

A tract of land situated in the E 1/2 of the NE 1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point West 30 feet and South 1205.66 feet from the Northeast corner of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, said point being situated in the West boundary line of the Klamath Falls-Merrill Highway; thence South along the West boundary of the Klamath Falls-Merrill Highway a distance of 40.14 feet; thence West to a point on the East bank of the Irrigation Lateral; thence Northwest along said bank to a point on the East bank of the Enterprise Irrigation Canal, said point being West a distance of 174.4 feet from the point of the beginning; thence East 174.4 feet, more or less, to the West boundary of the Klamath Falls-Merrill Highway and point of beginning.

ALSO

A tract of land situated in the E 1/2 NE 1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin located West 30 feet and south 1480.8 feet from the Northeast corner of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, said beginning point also lying on the intersection of the Northeast bank of an irrigation lateral and the West boundary of the Klamath Falls-Merrill Highway; thence North along said highway 235 feet to a point; thence West to a point on the East bank of the irrigation lateral; thence Southeast along said East bank of the irrigation lateral to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pure Project the 11th day  
of June A.D., 19 93 at 9:53 o'clock A M., and duly recorded in Vol. M93  
of Mortgages on Page 13606

FEE \$20.00

Evelyn Biehn  
By Dorlene Muehlendahl County Clerk