

## TRUST DEED

This Trust Deed, made this 18TH day of JUNE, 1993, between  
PURE PROJECT as Trustee, and RAY L. HOMES AND JULIA B. HOMES as Grantor(s),  
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:

Beginning at a point which is 198.18 feet South along the quarter line from the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County and running thence North 89°49' West 450.07 feet to a point which is on the Easterly right of way line of the Dalles-California Highway; thence South 6° 02' West along said Easterly right of way line 96.2 feet to a point; thence South 89°49' East 460.15 feet to a point on the North-South center line of Section 7; thence North along said North-South center line 95.7 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 (\$ 3,179.00 ). 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 7-1-99. After 7-1-99 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.

06-18-93P03;10 RCVD

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

Ray L. Holmes  
RAY L. HOMES

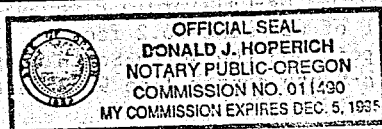
Julia B. Holmes  
JULIA B. HOMES

STATE OF OREGON

) ss RAY L. HOMES AND JULIA B. HOMES

County of Klamath

This instrument was acknowledged before me on June 18, 1993  
by \_\_\_\_\_



1993.11.14  
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

RAY L. HOMES

JULIA B. HOMES

5621 WOCUS RD.

KLAMATH FALLS, OR 97601

KLAMATH COUNTY

Grantor(s)

Beneficiary

I certify that the within instrument was received for record was received

for record on the 18th day of June, 1993 at 3:10

o'clock P M., and recorded in book/reel/Volume No. M93

on page 14513 or as fee/file/instrument/microfilm/reception

No. 63314

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

Evelyn Biehn, County Clerk

Name

Title

By Pauline Neelander

Deputy

Fee \$15.00