## TRUST DEED

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This Trust Deed	made this		Vol.mg=	Page 179
	TALLENT		f July 199	<b>3</b> 000 (1000)
INOUEGI	as Trustee, and	KLAMATH COUNTY	as Grantor(s	, between
			as beneficiary,	그림 살아왔다는 아이지 않는

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon,

A tract of land in the SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet Westerly from the center line of Miller Lane and 495 feet Beginning at a point 30 feet Westerly from the center line of Miller Lane and 495 feet Northerly from the Southerly line of the right of way of the Dalles-California Highway, and which point of beginning also lies South 88 degrees 59' West a distance of 50.4 feet distance of 495 feet from the NW 1/4 of said Section 2, and North 0 degrees 58' West a which marks the center of Section 2, Township 39 South, Range 9 East of the Willamette NW 1/4 of said Section 2, a distance of 133.8 feet, more or less, to a point on the Easterly line of the tract heretofore deeded to C.V. Holmes and Lucille Holmes and recorded on Page 571 of Book 67 of Deed Records of Klamath County, Oregon; thence North recorded on Page 571 of Book 67 of Deed Records of Klamath County, Oregon; thence North O degrees 34' West along the Easterly boundary of said Holmes tract mentioned above a distance of 65 feet to a point; thence North 88 degrees 59' East parallel to the Southerly line of the NW 1/4 of said Section 2, a distance of 133.3 feet to a point which lies on the Westerly right of way line of Miller Lane and is 30 feet Westerly from the center line of said Miller Lane; thence South 0 degrees 59' East along said Westerly right of way line of Miller Lane a distance of 65 feet, more or less, to the point of

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of (\$ 2,525.00 ). 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 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

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.

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

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, devicees, 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.

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

Evelyn Biehn, County Clerk Title

By Preclase Mullender Deputy

No. 650:75

Beneficiary

KLAMATH COUNTY