

This Trust Deed, made this 10th day of NOV. 1993 between  
KENNETH B. JOHNSON AND DEBORAH A. JOHNSON as Grantor(s),  
PURE PROJECT as Trustee, and KLAMATH COUNTY as beneficiary,

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

WITNESSETH:

11-15-93A10:55 RCVD

SEE EXHIBIT A

Notary Public for Oregon

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  
(\$ 3,307.00 ). 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.

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

KENNETH B. JOHNSON

DEBORAH A. JOHNSON

INTERPRETIVE

STATE OF OREGON

County of Klamath

KENNETH B. JOHNSON AND DEBORAH A. JOHNSON

This instrument was acknowledged before me on November 10, 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:

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: 11-10-93

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 \_\_\_\_\_

KENNETH B. JOHNSON

DEBORAH A. JOHNSON

I certify that the within instrument was received for record was received  
for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_

5407 HWY 39

KLAMATH FALLS, OR 97603

Grantor(s)

KLAMATH COUNTY

Beneficiary

Record of Mortgages of said County

Witness my hand and seal of County affixed.

Name

Title

By

Deputy

## EXHIBIT "A"

A tract of land situated in Government Lots 3 and 4 in the SW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which is North a distance of 1249.0 feet from the Southwest corner of said Section 18, said point being situated on the centerline of the State Highway and also being on the West line of said Section 18; thence North along said centerline and West line of said Section 18 a distance of 375.5 feet; thence South 55 degrees 36' East a distance of 36.36 feet to a 5/8 inch iron pin on the East right of way line of the State Highway; thence continuing South 55 degrees 36' East along the Westerly extension of the centerline of an existing drain ditch and the centerline of said drain ditch a distance of 1298.64 feet, more or less, to a 6/8 inch iron pin on the Westerly line of an irrigation lateral known as the "J" Lateral; thence South 85 degrees 04' West along the Westerly line of said lateral a distance of 293.0 feet to a 5/8 inch iron pin; thence South 36 degrees 30' West along the Westerly line of said lateral 165.0 feet to a 5/8 inch iron pin; thence North 53 degrees 00' West along the Northerly line of an existing drain ditch a distance of 853.44 feet, more or less, to a 5/8 inch iron pin situated on the East right of way line of the State Highway; thence continuing North 53 degrees 00' West a distance of 37.56 feet to the point of beginning.

ALSO a strip of land 30 feet in width adjoining and measured at right angles to the Northerly line of the right of way of the Main Canal of the Government Irrigation System in the SW 1/4 SW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, and running and extending the entire distance from the thread or centerline of that certain lateral branching from the Northerly side of said Main Canal and known as Lateral "J" in a Northwesterly direction to the West boundary of said SW 1/4 SW 1/4 of Section 18, and being a strip of land adjoining said right of way saved and excepted in deed dated September 13, 1907, recorded at Page 101 in Volume 26, Deed Records of Klamath County, Oregon, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM that portion lying within the boundaries of the Klamath Falls-Merrill Highway State 39.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pure Project the 15th day  
of Nov. A.D., 19 93 at 10:55 o'clock A.M., and duly recorded in Vol. M93,  
of Mortgages on Page 30025.

FEE \$20.00

Evelyn Biehn County Clerk

By Caroline Millenale