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02-11-94A11-00 RCVD

TRUST DEED

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This Trust Deed, made this 7TH day of FEBRUARY, 1999, between  
MICHAEL A. WALKLIN AND SHIRLEY J. WALKLIN 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:

The following described real property in Klamath County, Oregon:

A parcel of property situate in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 7, Township 38, South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point which lies N. 89° 39' W. along the 40' line a distance of 82.96 feet and S. 6° 02' W. a distance of 582.59 feet from an iron pin which marks the Northeast corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 7, Township 38, South, Range 9 East of the Willamette Meridian, and running thence N. 89° 39' W. a distance of 66.97 feet to a point; thence S. 6° 02' W. a distance of 252.12 feet to a point on the Northerly right of way line of the road, thence N. 59° 53' E. along said Northerly right of way line on the road a distance of 82.52 feet to a point; thence N. 6° 02' E. a distance of 210.0 feet, more or less to a point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise connected with the same, and 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 (\$ 3,190.00 ). 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 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.

SHIRLEY J. WALKLIN

**Fee \$15.00**