

H92917-355

## TRUST DEED

Vol. 94 Page 6651

6220 76995

This Trust Deed, made this 2nd day of MARCH, 19 99, between  
CLAUDE H. BROWN AND EVA M. BROWN, 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"

03-03-94A09:37 RCVD

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 (\$ 3,191.86). 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.

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

Claude H. Brown  
CLAUDE H. BROWN

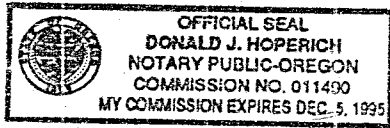
Eva M. Brown  
EVA M. BROWN

STATE OF OREGON )

County of Klamath )

ss CLAUDE H. BROWN AND EVA M. BROWN

This instrument was acknowledged before me on MARCH 2, 1994  
by \_\_\_\_\_



(SEAL)

My commission expires: 12-5-95

Don J. Hoperich  
Notary Public for Oregon

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 \_\_\_\_\_ )

CLAUDE H. BROWN

EVA M. BROWN

2507 NILE

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 portion of Lots 14 and 15, Block 1, HOMELAND TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of Lot 14, Block 1, HOMELAND TRACTS; thence South 89 degrees 54' 40" East, along the North line of said lot 14, 210.37 feet more or less; thence South 0 degrees 55' 15" East, 94.71 feet; thence South 88 degrees 04' 35" West 210.37 feet to the East boundary of Nile Street; thence North 0 degrees 55' 15" East along said street boundary, 102.10 feet to the true point of beginning.

EXCEPTING THEREFROM, that portion of Lot 14, Block 1, HOMELAND TRACTS, being more particularly described as follows:

Beginning at a 5/8" iron pin marking the Northwest corner of said Lot 14; thence South 89 degrees 54' 40" East along the North line of said Lot 14 a distance of 210.37 feet to a 5/8" iron pin thence; leaving said North line South 0 degrees 55' 15" East 1.5 feet; thence Westerly to a point that is South 0 degrees 55' 15" East 3.5 feet from the point of beginning of this description; thence North 0 degrees 55' 15" West 3.5 feet to the point of beginning.

ALSO LESS AND EXCEPT any portion lying within parcel of land conveyed to Noel T. Patrick and Christena M. Patrick by Quitclaim Deed recorded in Volume M-74 at page 12047 on September 10, 1974.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County the 3rd day  
of March A.D., 19 94 at 9:37 o'clock A.M. and duly recorded in Vol. M94  
of Mortgages on Page 6651  
By Evelyn Biehn County Clerk  
By [Signature]

FEE \$20.00