

78162

TRUST DEED

Volume 94 Page 9112

This Trust Deed, made this 25th day of March, 1994, between KENNETH J. WILLIAMS AND JULIA K. WILLIAMS as Grantors, and PURE PROTECT 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:
Beginning at a point in the Easterly line of Tract 37 of HOMEDALE, in the County of Klamath, State of Oregon, which point is South 100.43 feet along said line from the Northeast corner of said lot, and running thence Westerly, parallel with the North line of said lot 37, to the Westerly line of said lot 37; thence Southeasterly along the said Westerly line to the Southwest corner of said lot 37; thence East along the South line of said lot 37, a distance of 334.07 feet to the Southeast corner of said lot; thence North along the West line of First Avenue a distance of 66 feet, more or less to the place of beginning.

SAVING AND EXCEPT THEREFROM that portion conveyed to Klamath County for road purposes by deed recorded on Page 35 of Volume 80 of Deed Records of Klamath County, Oregon. ALSO LESS AND EXCEPT THEREFROM that portion conveyed to Klamath County by deed recorded in Book 324 at Page 214, Deed Records of Klamath County, Oregon.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of (\$ 2,968.81) 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 whatsoever.

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.

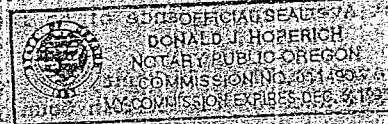
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IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and date first above written.

Kenneth J. Williams
KENNETH J. WILLIAMS

Julia K. Williams
JULIA K. WILLIAMS

STATE OF OREGON, County of Klamath, ss. I, Donald J. Hozierich, Notary Public for Oregon, do hereby certify that the foregoing instrument was acknowledged before me on March 15, 1994 by Kenneth J. Williams and Julia K. Williams.



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 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. If you should be required to cancel either instrument, you must first obtain a duplicate copy of the instrument from the County Clerk's Office.

TRUST DEED
I, Kenneth J. Williams, of the County of Klamath, State of Oregon, do hereby certify that the within instrument was received for record was received by me on the 29th day of March, 1994, at 11:17 o'clock AM, and recorded in book/reel/Volume No. M94-2976 HOPE on page 9117 or as fee/file/instrument/microfilm/reception.

Klamath Falls, OR 97603
Beneficiary
Record of Mortgage of said County
Witness my hand and seal of County affixed.
Kylen Klein, County Clerk
Name: Kylen Klein Title: County Clerk
By: Donald J. Hozierich Deputy