

## TRUST DEED

This Trust Deed, made this 20<sup>th</sup> day of June, 2000, between **Extendicare Health Facilities, a Delaware Corporation as successor in interest to Unicare Homes, Inc. dba Klamath Regional Rehabilitation Center**, as Grantor, Michael Gregory, Director of Mental Health, as Trustee, and **Klamath County, a Political subdivision of the State of Oregon**, 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:

A tract of land situated in Tract 40C, Enterprise Tracts, in the SW¼ NW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a one-half inch iron pin on the Easterly right of way line of Washburn Way, said point being North 00° 20' 00" East along the centerline of Washburn Way and along the West line of said Section 34, a distance of 332.19 feet and South 89° 33' 03" East a distance of 30.00 feet from the 5/8-inch iron pin marking the Westerly quarter corner of said Section 34; thence North 00° 20' 00" East along the Easterly right of way line of Washburn Way a distance of 285.00 feet to a one-half inch iron pin; thence South 89° 33' 03" East parallel with the North line of "Mills Gardens" subdivision a distance of 472.43 feet to a one-half inch iron pin; thence continuing South 89° 33' 03" East a distance of 29 feet, more or less, to the Westerly right of way line of the U.S.B.R. "A" Canal; thence Southeasterly along said Westerly line to the North line of "Mills Gardens" subdivision; thence North 89° 33' 03" West along the Northerly line of "Mills Gardens" subdivision (South 89° 45' West by said subdivision plat) a distance of 20.96 feet, more or less, to a two-inch iron pipe; thence continuing North 89° 33' 03" West along said subdivision line a distance of 606.40 feet to the point of beginning.

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 said real estate.

**FOR THE PURPOSE OF SECURING PERFORMANCE** of this agreement of grantor herein contained and payment of the sum of Sixty Thousand Dollars (**\$60,000.00**). 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 **June 30, 2005**, at which time it will be deemed fully satisfied.

Return to Commissioner's Journal

**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 right, it to 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 to insure the development of adequate, licensable technical program space providing regional acute care capacity for five years from the original contract date of January 11, 2000.

This deed applies to, inures 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.

Lenn Schreoter, Admin.  
Lenn Schreoter

State of Oregon )  
 ) ss  
County of Klamath )



This instrument was acknowledged before me on June 19, 2000, by Lenn Schreoter as Administrator of Extendicare Health Facilities.

(Seal)

Maureen Breck  
Notary Public for Oregon  
My commission expires: 6-17-01

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**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 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Beneficiary

The Trust Deed and this 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 Klamath    )

Extendicare Health Facilities

dba Klamath Regional Rehabilitation Center

711 Washburn Way

Klamath Falls, OR 97603

Grantor

Klamath County

305 Main Street

Klamath Falls, OR 97601

Beneficiary

**State of Oregon, County of Klamath**  
Recorded 06/23/00, at 9:25 a m.  
In Vol. M00 Page 22804  
**Linda Smith,**  
County Clerk   Fee\$ 36<sup>00</sup>-