

2008-009100

Klamath County, Oregon



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06/20/2008 12:02:21 PM

Fee: \$41.00

TRUST DEED AND RETENTION AGREEMENT	STATE OF OREGON) County of _____ ss. I certify that the within instrument was received for record on the _____ day of _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____	
Karen D. Ison 34121 Castle Court Chiloquin OR 97624		
Grantor's Name and Address Federal Home Loan Bank of Seattle 1501 Fourth Avenue, Suite 1800 Seattle, WA 98101-1693 Beneficiary's Name and Address	SPACE RESERVED FOR RECORDER'S USE	and/or as fee/file/instrument/ microfilm/reception No. _____ Record of _____ of said County.
After recording, return to: Affordable Housing Program Administrator Federal Home Loan Bank of Seattle 1501 Fourth Avenue, Suite 1800 Seattle, WA 98101-1693	Witness my hand and seal of County affixed. _____ Name _____ Title _____ By _____ Deputy _____	

ATE: 65809

FEDERAL HOME LOAN BANK OF SEATTLE

Trust Deed and Retention Agreement

THIS TRUST DEED AND RETENTION AGREEMENT ("Agreement") is made this 19th day of June, 2008, between: Karen D. Ison ("Grantor"), whose address is 34121 Castle Court, Chiloquin OR 97624; and Aspen Title and Escrow, Inc. ("Trustee"), whose address is 525 Main Street, Klamath Falls OR 97601; and the Federal Home Loan Bank of Seattle ("Beneficiary") whose address is 1501 Fourth Avenue, Suite 1800, Seattle, Washington 98101-1693.

TRUST DEED PROVISIONS. Grantor irrevocably grants, bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property ("Property") in Klamath County, Oregon:

See attached Exhibit "A"

Tax Account Number: 238399

HomeStart Application No. or AHP Project No.: 2008C12183

This Agreement is for the purpose of securing performance of Grantor's agreements set forth herein. Trustee shall reconvey the Property to the person entitled thereto on written request of Grantor and Beneficiary, or upon satisfaction of Grantor's obligations and written request for reconveyance made by Beneficiary or the person entitled thereto. Upon default by Grantor in the performance of any agreement contained herein and upon written request of Beneficiary, Trustee shall sell the Property at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows:

**Federal Home Loan Bank of Seattle – Affordable Housing Program
AHP Homeownership/HomeStart-Oregon**

#36-A

(1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Agreement; (3) the surplus, if any, shall be distributed to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property that Grantor had the power to convey. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Agreement, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by this Agreement and by law is not an exclusive remedy. If necessary Beneficiary may appoint a successor trustee, and upon the recording of such appointment the successor shall be vested with all powers of the original trustee. This Agreement is binding on the parties and their successors.

RETENTION AGREEMENT. Beneficiary has issued a \$5,000.00 grant ("Grant") to assist Grantor in purchasing the Property. The Grant is subject to a "Retention Period," defined as five (5) years commencing on the date of closing of Grantor's purchase of the Property. Grantor agrees to notify Beneficiary in writing received at least two weeks prior to any sale or refinancing of the Property occurring during the Retention Period. Grantor may notify Beneficiary by either hand-delivery or certified mail, return receipt requested, at the address set forth above, Attention: Affordable Housing Program Administrator. The Grant is subject to federal regulations (12 CFR Part 951), which provide that if Grantor sells or refinances the Property during the Retention Period, Grantor must repay to Beneficiary all or a portion of the Grant, without interest, in an amount calculated by Beneficiary equal to the Grant amount multiplied by the percentage of the Retention Period remaining as of the closing of such transaction. Grantor shall not be required to repay any portion of the Grant if: (a) Grantor refinances and the Property remains subject to the encumbrance created by this Agreement for the duration of the Retention Period; or (b) Grantor's interest in the Property is divested via foreclosure of a lien or mortgage senior to this Agreement; or (c) the Property is sold to a "very low-income household" or a "low- or moderate-income household," as defined at 12 CFR 951.1. Grantor is not required to repay an amount exceeding the net gain realized on a sale or refinancing of the Property.

GRANTOR(S):

Karen D. Ison
Karen D. Ison

STATE OF OREGON)

COUNTY OF KLAMATH)

ss.

I certify that I know or have satisfactory evidence that KAREN D. ISON
is are the person(s) who appeared before me on this date, and said person(s) acknowledged that SHE
signed this instrument and acknowledged it to be HER free and voluntary act for the uses and purposes
stated therein.

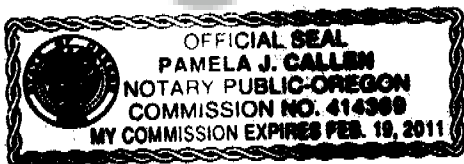
Date: JUNE 20th 2008

Pamela J. Callen

Name: PAMELA J. CALLEN
NOTARY PUBLIC, State of Oregon

Residing at 525 MAIN ST., KLAMATH FALLS, OR 97601

My appointment expires 02-19-2011



REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when obligation has been met.

TO: TRUSTEE,

The undersigned is the legal owner and holder of the indebtedness secured by the within Trust Deed and Retention Agreement. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed and Retention Agreement, to cancel all evidences of indebtedness secured by said Trust Deed and Retention Agreement and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed and Retention Agreement, all the estate now held by you thereunder.

Mail reconveyance to:

Affordable Housing Program Administrator
Federal Home Loan Bank of Seattle
1501 Fourth Avenue, Suite 1800
Seattle, WA 98101-1693

FEDERAL HOME LOAN BANK OF SEATTLE

By: _____

Its: _____

STATE OF WASHINGTON)

)

ss.

COUNTY OF KING)

I certify that I know that _____ is the person who appeared before me, and said person acknowledged that _____ signed this request for reconveyance, on oath stated that _____ was authorized to execute the request for reconveyance and acknowledged it as the _____ of the Federal Home Loan Bank of Seattle to be the free and voluntary act of such party for the uses and purposes stated therein.

Date: _____

Name: _____

Notary Public, State of Washington

Residing at: _____

My Commission expires: _____

EXHIBIT "A"

Lot 20, Block 2, Tract No. 1021, WILLIAMSON RIVER KNOLL, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

CODE: 118 MAP:3507-017DB TL: 00800 KEY# 238399

TOGETHER WITH an undivided 1/80th interest in and to the following described property situate in Section 20, Township 35 South Range 7 E W M, the Easterly 60 feet of that portion of Government Lots 40, 41, 44 and 45, lying South of the Williamson River Knoll Subdivision and North of the Williamson River.