

Klamath County
Returned at Counter property sales

2020-015366

Klamath County, Oregon

After Recording Return to: Community Housing
500 Summer St. N.E E09
Salem, Oregon 97301-1075
Yellow # 39



11/24/2020 10:31:09 AM

Fee: \$46.00

APPOINTMENT OF SUCCESSOR TRUSTEE

Pursuant to ORS 86.790(3), the undersigned, who is the present beneficiary, hereby appoints Aspen Title and Escrow, Inc. Successor Trustee of the following designated Trust Deed, said Successor Trustee having all the powers of the original Trustee, effective herewith:

Grantor: Klamath County Mental Health
Trustee: Aspen Title and Escrow, Inc.
Beneficiary: Oregon, Department of Human Services, Seniors and People with Disabilities
Dated: August 26, 1988
Recorded: August 26, 1988
Book: M-88 Page: 13895
Records of: Klamath County, State of Oregon
Description: (See Trust Deed)

Date: 11/19/2020

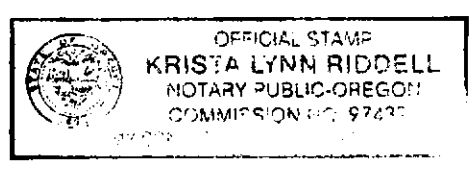
Oregon Department of Human Services, Seniors and
People with Disabilities, Beneficiary

By: Lea Ann Stuthert
Authorized Signer

State of Oregon)
) ss
County of Marion)

This instrument was acknowledged before me this 19 day of November
20 20, by LeaAnn Stuthert as Chief operations officer of
Oregon Dept of Developmental Disabilities

Krista Riddell
Notary Public for Oregon
My Commission expires: May 3, 2022



Request for Reconveyance & Indemnity

The undersigned is the beneficiary or its successor in interest and is now the legal owner and holder of all indebtedness secured by that certain Deed of Trust executed by Klamath County Mental Health, as Grantor, to Aspen Title and Escrow, Inc. as Trustee of Oregon Department of Human Services, Seniors and People with Disabilities as Beneficiary, dated August 26, 1988 and recorded August 26, 1988, in book M-88, Page 13895, Klamath County Records. The undersigned, by signing this instrument, authorizes Aspen Title and Escrow, Inc. as Trustee under said Deed of Trust to reconvey subject property to the Grantor in said Deed of Trust without requirement of the return to Aspen Title and Escrow, Inc., by the Beneficiary of the Original Deed of Trust/Note. The undersigned swears and affirms that all sums secured by said Deed of Trust have been fully paid and satisfied.

This statement is hereby executed by the undersigned to induce Aspen Title and Escrow, Inc. to reconvey the subject property without demanding the Deed of Trust/Note inasmuch as said original Deed of Trust/Note has been Lost/Misplaced/Destroyed or for some other valid reason will not be provided. The undersigned holds Aspen Title and Escrow, Inc. harmless for any and all loss that may result to Ticor Title Insurance as a result of the execution of said reconveyance of the Deed of Trust described above.

You are hereby directed, on payment to you of any sums owing to you under the terms of said Deed of Trust or pursuant to statute, to cancel evidences or indebtedness secured by said Deed of Trust and to reconvey without warranty, to the party or parties entitled thereto by the terms of said Deed of Trust the estate now held by you under the same.

Date: 11/19/2020

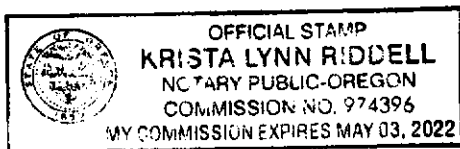
Oregon Department of Human Services, Seniors and People
with Disabilities, Beneficiary

By: Lea Ann Stutthard
Authorized Signer

State of Oregon)
County of Marion) ss

This instrument was acknowledged before me this 19 day of November 2020.

By Lea Ann Stutthard as Chief Operations Officer of
Oregon dept of Developmental Disabilities



Krista Riddell
Notary Public for Oregon

My commission expires: May 3, 2022

MAIL RECONVEYANCE DOCUMENTS TO: Community Housing
500 Summer St. N.E E09
Salem, Oregon 97301-1075

File No. R-00014

Property Address: 2426 White Ave, Klamath Falls, OR 97601

MENTAL HEALTH DIVISION
STATE OF OREGON

TRUST DEED NOTE

\$18,666

FOR VALUE RECEIVED, Klamath County, a subdivision for the State of Oregon, (hereinafter "MAKER"), having its principal office at 316 Main Street, Klamath Falls OR 97601, promises to pay to the Mental Health Division, State of Oregon, having its principal office at 2575 Bittern Street NE, Salem OR 97310 (hereinafter referred to as the "DIVISION"), on order, the principal sum of Eighteen Thousand Six Hundred Sixty Six Dollars (\$18,666) (the "LOAN") plus interest on the unpaid balance at the rate of 0% per annum. Said LOAN is made to MAKER for purchase of property described in Exhibit 1. MAKER agrees that property described therein shall be exclusively and continuously used as a location in which persons with developmental disabilities reside and receive services approved by the DIVISION. The DIVISION shall reduce indebtedness created by this loan in the amount of \$53.64 (hereinafter called "INSTALLMENT") for each month the property is used for this purpose. This same INSTALLMENT shall be due and payable from the MAKER within 15 days following any month in which the property is not used for this purpose.

Nothing herein contained shall be deemed to allow or require an interest rate which would be prohibited by law. If at any time MAKER pays interest in an amount greater than the amount required by the rate in effect pursuant to this Trust Deed Note at the time of such payment, any such excess amount paid shall, at the sole option of the DIVISION, or other holder thereof, either be refunded promptly to MAKER by the DIVISION or other holder hereof for deposit in MAKER'S Operating Reserve Account or be credited to MAKER'S next payment due.

Payment of principal and interest and other fees due the DIVISION shall be payable at the offices of the DIVISION, 2575 Bittern Street NE, Salem OR 97310, or such other place as the DIVISION may designate in writing. The DIVISION shall notify MAKER in writing of sale, assignment, or transfer of this Trust Deed Note within 30 days of the date of such sale, transfer, or assignment, but failure to give such notice shall not affect the obligations of MAKER hereunder, except for amounts thereafter paid to the DIVISION.

If default occurs in the performance of any agreement herein or the payment of any installment due under this Trust Deed Note, and if such default is not cured before the due date of the next such installment, the entire principal sum and accrued interest shall, at the option of the holder of this Trust Deed Note, become due and payable without notice, together with all other amounts due or to be become due under the Deed of Trust of the same date as this Note and in the same principal amount as herein stated securing this Trust Deed Note. Payment under such default must include the sums required to be paid in the event of any prepayment of the debt. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any continuing or

subsequent default. In the event of default in the payment of this Trust Deed Note, and if the Note is submitted for collection by the DIVISION, its successors, and/or assigns, the undersigned hereby agree(s) to pay all cost of collection, including reasonable attorneys' fees and disbursements of the DIVISION or other holder of this Note.

All parties to this Trust Deed Note, whether principal, surety, guarantor, or endorser, hereby waive presentment for payment, demand, protest, and notice of dishonor.

Upon disbursement of the LOAN, the DIVISION will specify the principal amount of obligations deemed necessary, in the sole judgment of the DIVISION, to provide funds to pay the DIVISION costs incurred in making the LOAN, an allocable share of underwriter's discount, costs of issuance, capitalized interest, necessary reserves, and any other similar costs incurred by the DIVISION in connection with the financing of the LOAN. Such amount, reduced at any point in time in proportion to the reduction of the principal amount of the LOAN, shall be conclusively deemed to be the amount of the Financing Securities to be redeemed in the event of advance payment of the LOAN.

The covenant of any limited partnership MAKER to pay the principal and interest is included in this Trust Deed Note for the purpose of establishing the continuing nature of the existence of such indebtedness. However, it is a condition of this covenant that in the event of default under the terms hereof, neither the DIVISION nor its assigns shall take any action against a limited partnership MAKER or any partner thereof personally, except as may be necessary in order to subject the property to the satisfaction and said indebtedness the property described in the Trust Deed, of the same date as this Note, granted by the limited partnership MAKER in favor of the DIVISION to secure said indebtedness, the provisions of which are incorporated herein by reference. More particularly, the DIVISION warrants that it will not seek a deficiency judgment against any limited partnership MAKER or any partner thereof personally following a foreclosure and sale of the completed housing project which serves as security for this Note, provided, however, that the DIVISION has acknowledged, in writing, satisfactory completion and acceptance of the project.

No waiver of a breach of any of the agreements or provisions contained in this Trust Deed Note shall be construed to be a waiver of any subsequent breach of the same or of any other provisions of this Trust Deed Note.

If any clause, sentence, section, paragraph, provision, or part of this Trust Deed Note is judged to be invalid or unenforceable, such adjudication shall not affect nor invalidate the remainder of this Trust Deed Note, it being understood and agreed that such invalid or unenforceable clause, sentence, paragraph, provision, or part is and shall be severable from the remainder of this Trust Deed Note.

ALL COVENANTS AND OBLIGATIONS OF THE BORROWER SHALL BE JOINT AND SEVERAL.

The terms, provisions, covenants, and conditions contained in this Trust Deed Note shall apply to, inure to the benefit of, and be binding upon

the parties hereto and upon their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the MAKER caused this Trust Deed Note to be executed by its duly authorized officer(s) as of this 26th day of August, 1988.

MAKER: KLAMATH COUNTY, a subdivision
for the STATE OF OREGON

By: Charles Main

Title: Authorized Signer for
Klamath County

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 26th day of August, 1988, by Charles Main
_____ the MAKER under this Trust Deed.

Darlene L. Addington
Notary Public for Oregon

My Commission Expires: 3-22-89

0627g/DG/ldl

B U Y E R (S) C L O S I N G S T A T E M E N T

Prepared by
 ASPEN TITLE & ESCROW, INC.
 600 MAIN STREET
 KLAMATH FALLS, OREGON 97601
 (503)-884-5137

Buyer(s)..... ALVIN H. CULVER
 Seller..... KLAMATH COUNTY
 Property..... LOT 11 BLK 306 DARROW ADDITION ALSO LOT 12
 Closing date..... 8-15-88
 Deed Number..... 02032425

	Debit	Credit
TRACT SALES PRICE	85,000.00	
LESS AN PROCEEDS	1,046.00	
AS TO INT-BEARING ACCT	35,000.00	
TO BUYER AS AGREED	12,300.00	
DEPOSIT OR EARNEST MONEY		500.00
LOAN AMOUNT OF NEW LOAN 1		80,394.00
T/D TO MENTAL HLT.DIV		18,666.00
NOTE & T/D TO SELLER		35,000.00
PROPERTY TAXES 07-01-88 to 08-15-88		273.53
DOCUMENT OR CLOSING FEE	180.00	
ASSESSMENTS TO ALTA	35.00	
INSURANCE POLICY	198.00	
ORDING FEES	132.00	
ORDING UCC STMT.	13.00	
RECORDING-SALEM, OR	10.00	
LOAN AGREEMENT	68.00	
SECTION SETUP FEE	50.00	
ADDITIONAL CHARGES	15.00	
DEED & RESOLUTION	13.00	
AMOUNT DUE TO BUYER	773.53	
	134,833.53	134,833.53

Charles Mann

ASPEN TITLE & ESCROW, INC.

Dorlene L. Addington
 CLOSING OFFICER