

**TRUST DEED**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 4 in Block 1, JACK PINE VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO

A 20 foot building setback as shown on dedicated plat

A 50 foot easement along rear of lot in favor of Pacific Telephone and Telegraph, as shown on dedicated plat

Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded May 23, 1969 in Volume M69, page 3870, Microfilm Records of Klamath County, Oregon.

Rights of way, including the terms and provisions thereof, given to Pacific Telephone & Telegraph Company in Deed Volume 85, page 65 and Deed Volume 85, page 66, Records of Klamath County, Oregon, over the W½ SE¼, SE¼ SW¼ of Section 24, NE¼ NW¼ of Section 25 and SE¼ NE¼, W½ NE¼, SE¼ NW¼ of Section 25, for transmission and distribution of electricity.

An easement created by instrument, including the terms and provisions thereof, Dated: May 18, 1969, Recorded: May 22, 1969 in Volume M69, page 3857. Microfilm Records of Klamath County, Oregon, In Favor Of: Midstate Electric Cooperative, Inc., For: Construction and operation of electric distribution line over said addition.

An easement created by instrument, including the terms and provisions thereof, Dated: May 19, 1969, Recorded: May 27, 1969 in Volume M69, page 3955, Microfilm Record of Klamath County, Oregon, In Favor Of: Midstate Electric Cooperative, Inc., For: Construction and distribution line over said addition

any before any part of such taxes, assessments and other charges due or delinquent and promptly deliver receipts therefor to the grantor fail to make payment of any taxes, assessments, liens or other charges payable by grantor, either in whole or by providing beneficiary with funds with which to pay, beneficiary may, at its option, make payment therefor on behalf of, beneficiary with, interest at the rate set forth in the note secured by the obligations described in paragraphs 6 and 7 of this deed and added to and become a part of the debt secured by

waiver of any rights arising from breach of any of the conditions hereinbefore recited, and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the extent that they are bound for the payment of the obligation hereinbefore described, and such payments shall be immediately due and payable without demand or nonpayment thereof shall, at the option of the beneficiary, be deemed secured by this trust deed immediately due and payable and the cost of this trust deed.

all as the other costs and expenses of the trustee incurred or in enforcing this obligation and trustee's and attorney's fee.

in and defend any action or proceeding purporting to assert rights or powers of beneficiary or trustee; and in any suit, in which the beneficiary or trustee may appear, including the closure of this deed; to pay all costs and expenses, in title and the beneficiary's or trustee's attorney's fees; the fees mentioned in this paragraph 7 in all cases shall be

...court, grantor further agrees to pay such sum as the ap-  
...adjudge reasonable as the beneficiary's or trustee's attor-  
...ppeal.

to require that all or any portion of the monies payable to such taking, which are in excess of the amount required to pay the costs, expenses and attorney's fees necessarily paid or incurred in such proceedings, shall be paid to beneficiary and not to the estate of the decedent, and that the beneficiary shall be responsible for any reasonable costs and expenses not attorney's fees.

appellate courts, necessarily paid or incurred by beneficiaries, and the balance applied upon the indebtedness grantor agrees, at its own expense, to take such actions and instruments as shall be necessary in obtaining such compensation beneficiary's request.

... upon written request of beneficiary, for full reconveyance, for cancellation), without affecting person for the payment of the indebtedness, trustee may

association authorized to do business under the laws of Oregon  
its subsidiaries, affiliates, agents or branches, or the United S

\_\_\_\_\_



or in anywise

payment of the  
with interest  
by grantor, the

ms. thereof  
nt of said note  
l, agreed to be  
urity dates ex-

ng purposes.  
erty; (b) join in  
(c) join in any  
lien or charge

the property. The person or persons or facts shall be for any of the

any may at any  
ceiver to be ap-  
any security for  
on of said prop-  
collect the rents,  
apply the same.

reasonable attorney's fees in the order as benefited property, the fire and other damage of the

beneficiary may

In such an event  
for agricultural,  
re-close this trust  
aw for mortgage  
used, the bene-  
in equity as a

advertisement  
execute and  
to sell the  
where  
as then

and also  
by the  
ed by  
spoo-

cor.  
e. 2  
d her 8  
these clings

[illegible]

A large, dense, black and white abstract pattern resembling a complex, textured surface or a microscopic view of a material. The pattern consists of numerous small, irregular, and interconnected shapes, creating a highly detailed and intricate visual texture. The overall effect is one of depth and complexity, with varying shades of gray and black contributing to the three-dimensional appearance of the surface.

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26



**ZINCO**

un-  
ri-  
na-  
to-  
inc-  
ap-  
bo-  
fle-  
acc-  
ann-  
per-



FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the Dollars, with interest at the rate of \_\_\_\_\_ per annum, payable \_\_\_\_\_ day(s) of \_\_\_\_\_ month, next or order and made by grantor, the sum of TWO THOUSAND SIX HUNDRED (\$2,600.00)

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment or installments of principal and interest hereof, if not sooner paid, shall become due and payable.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustor, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and payable.

This document (state what) currently used for agricultural, timber or grazing purposes.

The above described real property ☐ is ☒ is not (state how)

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition

(a) consent to the making of any map or plat of said property; (b) join in

(c) join in the execution and recording of any mortgage or other agreement affecting all or any part of the property;

(d) reconvey, without warranty, all or any part of the property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay with him all costs incurred therefor.

3. To comply with all laws, regulations, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

[illegible][illegible]

6. To pay all costs, fees and expenses of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney fees actually incurred.

action or proceeding in which the beneficiary or trustee may appear, including any suit for the enforcement or enforcement of this deed, to pay all costs and expenses, and to provide evidence of title and the beneficiary's or trustee's attorney's fees and disbursements, and the amount of attorney's fees mentioned in this paragraph 7, in all cases shall be paid by the beneficiary or trustee from any judgment rendered by the trial court and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. In the event that any portion or all of said property shall be taken

[illegible]

9. At any time and from time to time upon written demand of the beneficiary, payment of its fees and presentation of this deed and the note and endorsement (in case of full reconveyances, for cancellation), without allocation of the liability of any person for the payment of the indebtedness, trustee shall

NOTE: The Trust Deed Act provides that the trustee hereunder must be either:  
or savings and loan association authorized to do business under the laws of C  
property of this state, its subsidiaries, affiliates, agents or branches, or the Un

(a) consent to the making of any map or plat of said property; (b) join in any instrument any easement or creating any restriction thereon; (c) join in any instrument of subordination or other agreement affecting this deed or the lien of the property thereon; (d) reconvey, without warranty, all or any part of the property to the grantor; (e) in any reconveyance may be required to execute any instrument or do any act which is legally unfettered proof, and that the deed and the instrument or act shall be conclusive proof of the truthfulness thereof. Trustee's fees for all of the above shall be not less than \$5.

10 Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of any real property or any part thereof, in its own name sue on or title, and apply the same, issues and profits, including those past due and unpaid, to collect the rents, less costs and expenses of operation and management, and the unpaid principal and interest thereon, and the expenses of collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may deem proper.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or annul the effect of default hereunder or invalidate any act done in pursuance of the same.

2. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, and if the above indebtedness is currently used for agricultural, stock raising and breeding purposes, the beneficiary may proceed to foreclose this trust deed by advertising and selling the property secured hereby, or by using the trust deed in equity, as a mortgage in the manner provided by law to use the trust deed foreclosures. However if said real property is not used for agricultural, stock raising and breeding purposes, the beneficiary may proceed to foreclose this trust deed in equity as a beneficiary at his election. If the beneficiary elects to foreclose this trust deed by advertising and selling the property secured hereby, the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall exercise the power of sale. The trustee shall advertise and sell the property secured hereby to be recorded his written notice of default. The trustee shall have the right to sell the property secured hereby at the time and place of sale, give notice thereof as then provided by law and proceed to foreclose this trust deed in the manner provided by law and proceed to foreclose this trust deed in the manner provided by law.

13. Should the trustee elect to foreclose by advertisement and sale, then after any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privy to the sale, or the beneficiary, or the trustee, or the lender, or the trust, respectively, the entire amount of the debt, including interest, respectively, ORS 87.60, may pay to the beneficiary, or the trustee, or the lender, or the trust, respectively, the entire amount of the debt, including interest, respectively, the entire amount of the debt, including costs and expenses actually incurred in the sale, or the trustee, or the lender, or the trust, respectively, for enforcing the terms of the obligation and trustee's and grantor's agreement, not exceeding \$50 each) other than such portion of the principal amount would not be due had the default occurred, or the trustee, or the lender, or the trust, respectively, shall be dismissed by the trustee.

[illegible]

15. When the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee for attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) to the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

10. For any reason, if the trustee named herein or any successor or successors to any trustee named herein or its successors shall die, resign, be removed or be otherwise unable to perform the duties and powers conferred upon any trustee herein, then the powers and duties conferred upon any trustee herein shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which shall be recorded in the office of the County Clerk or Recorder of the County or counties in which the property is situated, and the same shall constitute the proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed in 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.

an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or other financial institution, or a corporation organized under the laws of Oregon or the United States, a title insurance company authorized to insure title to real estate in the State of Oregon, or any agency thereof.

property of this state, its subsidiaries, affiliates, agents or branches, or the United States of America.



13797

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 whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:  
(a)\* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),  
~~(b) for business or commercial purposes other than agricultural purposes.~~

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 term beneficiary shall mean the holder and owner, including pledgee, of 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.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Deschutes, ss.  
July 29, 19 77  
Personally appeared the above named  
GRACE F. EGNER

and acknowledged the foregoing instrument to be her voluntary act and deed.

Noted to me:  
Michael  
Notary Public for Oregon

My commission expires: 12-8-78

STATE OF OREGON, County of \_\_\_\_\_, ss.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

# TRUST DEED

(FORM No. 981)

GRACE F. EGNER,

Grantor

CLEO W. MILLER and RUBY R.

MILLER, husband and wife,

Beneficiary

STATE OF OREGON

County of KLAMATH, ss.

I certify that the within instrument was received for record on the 2nd day of AUGUST, 19 77, at 10:47 o'clock AM, and recorded in book M77 on page 13795 or as file number 33358, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By Blazel Drayton Deputy

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Transmission Evergreen  
354 N.E. Greenwood  
Bond CLC 97701

TEE \$

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

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 satisfied. You hereby are directed, on payment to you of any sums 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

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.