

TESTIMONY OF 6871 LOT 11, DT 320
1998 AGUILAR, ET AL. #ST8

C/O STEVENS NESS

THIS TRUST DEED, made this 18th day of October County City, 1979, between DAVID EARL MILLER and LIESLORE MILLER, husband and wife, as tenants by the entire, as Grantor, and Transamerica Title Insurance Co. and GERALD E. GREEN, a married man,

TRUST DEED

Vol. 11111 Page 25837

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:
Lot 13, Block 21, Tract 113, OREGON SHORES, UNIT 2, in the County of Klamath, State of Oregon.

Dated this 11th day of October, 1979.

FINAL DEED

DO NOT FILE OR RECORD THIS DEED UNTIL THE DATE OF THE FIRST PAYMENT IS RECEIVED. DRAFT COPY FOR RECORDING IN THE MEDIUM AND FORMATION PROVIDED BY THE RECORDING OFFICE. PLEASE USE A FOUNTAIN PEN.

Dated:

10

WHEREAS, the parties hereto have agreed to make this instrument to be used as a final payment of all debts, claims and demands, now or hereafter owing by grantor to trustee, and for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of **TWO THOUSAND ONE HUNDRED SEVENTY-NINE AND 61/100** Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable October 30, 1986. The date of maturity of the debt secured by this instrument is the date stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

1. To protect the security of this trust deed, grantor agrees: 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 complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, in compliance with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests to join in executing such financing 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 officer or searching agency as may be deemed desirable by the beneficiary.

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in amounts not less than **\$100,000.00** applicable to the property, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as issued, if the grantor shall fail or any reason to procure any such insurance and deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at the expense of the grantor, collected under any fire or other insurance policy may be applied by beneficiary, determining, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not create or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

4. To keep said premises free from construction items and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due and delinquent and promptly deliver receipts therefor to beneficiary; should grantor fail to make payment of any taxes, assessments, insurance premiums, items or other charges payable by him, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from a breach of any covenant hereof and for such amounts, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable, and constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust, including the cost 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's fees actually incurred.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including evidence of title, and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, and in the event of an appeal, from any judgment of 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.

7. It is mutually agreed that in the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall, nevertheless, if it so elects, require that he 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 and applied by it first upon any reasonable costs, expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, if it own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

8. At any time and from time to time upon written request of beneficiary, payment of its costs and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without collecting the liability of any person for the payment of the indebtedness, trustee may

execute any power of sale, appointment of successor or successor to any power and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary containing reference to this trust deed and its place of record, which when recorded in the office of the County Clerk or Register of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

9. Trustee accepts this trust when this duly executed and acknowledged in 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.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, or a savings and loan association authorized to do business under the laws of Oregon, or the United States, or any agency thereof, who is an active member of the Oregon State Bar, a bank trust company or insurance company authorized to insure title to real property of this state. Its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof.

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 the benefit of /or behalf of (specify if transfer is to a natural person) /or for the benefit of commercial purposes other than personal, family, household or agricultural purposes.

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 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 acknowledgement opposite.)

David Earl Miller
David Earl Miller

Lieselore Miller
Lieselore Miller

ss.

and

who, being duly sworn,
do say that the former is the
lent and that the latter is the
ary of.

, a corporation,
instrument is the corporate seal
was signed and sealed in be-
board of directors; and each of
its voluntary act and deed.

(OFFICIAL
SEAL)

STATE OF CALIFORNIA }
COUNTY OF } ss.

On October 25, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Lieselore Miller

to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature *Neil S. Thomas*
NEIL S. THOMAS

Name (Typed or Printed)



(This area for official notarial seal)

State of *California*,
County of *Orange* } ss.

On this the 24 day of October 19 79, before me,

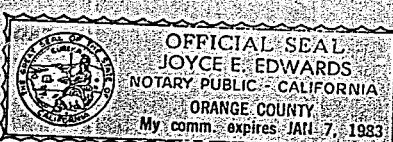
the undersigned Notary Public, personally appeared

David Earl Miller

known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joyce E. Edwards



TRUST DEED

(Form No. 881-1)

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

David Earl Miller and

Lieselore Miller
POF 13 BLOCK 51 U.S.C.G. Grantor
Gerald E. Green
Gerald E. Green

JOSEPH P. GREEN Bonobiliary

AFTER RECORDING RETURN TO:
Gerald E. Green, 9135 E. 11th Street
c/o Eli Property Co.
18840 Ventura Blvd., #218
Tarzana, California, 91356

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 1st day of November, 19 79,

at 3:22 o'clock P.M., and recorded in book M79 on page 2583 or as file/reel number 76371.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

Oregon County Clerk

Fee \$7.00