

19890 AGENTS BIAQ: #378
C/O THE TRUST CO.
DAVID EARL MILLER and LIESELORE MILLER, husband and wife, as tenants by the entire, as Grantor,
and GERALD E. GREEN, a married man

TRUST DEED

THIS TRUST DEED, made this 18th day of October 1979, between Grantor, as Beneficiary, and GERALD E. GREEN, a married man, as Trustee, as Beneficiary,

WITNESSETH

Grantor irrevocably grants, bargains, sells and appurtenances to trustee-in-trust, with power of sale, the property in Klamath County, Oregon, described as: Lot 13, Block 21, Tract 1113, OREGON SHORES UNIT 2, in the County of Klamath, State of Oregon.

TRUST DEED

TOGETHER with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise together with said real estate, together with the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate, to have and to hold unto the trustee-in-trust, with power of sale, the property in Klamath County, Oregon, described as: Lot 13, Block 21, Tract 1113, OREGON SHORES UNIT 2, in the County of Klamath, State of Oregon.

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.

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, nor 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.
3. To comply with all laws, ordinances, regulations, covenants, 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.
4. To provide and continuously maintain insurance on the buildings and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000 applicable to the buildings, and policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail to do so, the beneficiary may, at any time, cause to be delivered 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, collected under any policy of insurance, or other insurance policy may be applied by the beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or not cure, or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep said premises free from construction liens 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 or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either make such payment or by providing beneficiary with funds with which to make the same, the amount so paid, with interest at the rate set forth in the note secured by 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 breach of any of the covenants hereof and for such payments with interest as aforesaid, the property hereinbefore described shall be bound, and the payment of the obligation hereunder shall be secured by a lien in favor of the beneficiary, which shall be a lien in priority to all other liens, claims or interests in the property, and all such payments shall be immediately due and payable, with interest thereon, and the nonpayment thereof shall constitute a breach of this trust deed and shall constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust deed, 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.
7. 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 any suit for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees, and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph shall in all cases be determined by the trial court, and in the event of an appeal, the amount of attorney's fees shall be determined by the appellate court, and the beneficiary or trustee shall be bound to pay all reasonable costs, expenses and attorney's fees necessarily required incurred by grantor in such proceedings, shall be paid to beneficiary and attorney 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, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is a duly active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, 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 the grantor's personal, family, household or agricultural purposes (see Important Notice below); (b) for the purchase of real property; or (c) for the purchase of 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 provided.)

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 (c) 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 provided.)

David Earl Miller
David Earl Miller
Lieselore Miller
Lieselore Miller

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)

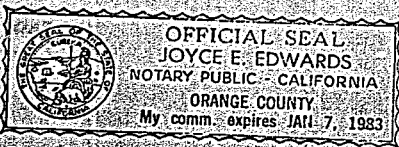
State of California }
County of Orange } SS.

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
of 13 Block St. Grantor
Gerald E. Green

Beneficiary

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

RECORD SPACE RESERVED FOR
RECORDED FOR

RECORDED FOR

RECORDED FOR

RECORDED FOR

RECORDED FOR

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 25837 or as file/reel number 76371

Record of Mortgages of said County.

Witness my hand and seal of

Wm. D. Milne

County Clerk

By James H. Delo Deputy

Fee \$7.00

1-2500