

MTIC-9994

INCL  
QUIT 87670  
B.O. BOX 318

TRUST DEED

Vol. M 31 Page 5498

THIS TRUST DEED, made this  
GEORGE A. MILLER

26<sup>th</sup> day of March, 1981, between

as Grantor, MOUNTAIN TITLE COMPANY

ROBERT F. PARKER and GOLDA E. PARKER, husband and wife

as Beneficiary,

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 6 in Block 2, SADDLE MOUNTAIN ESTATES, TRACT NO. 1055, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Do hereby certify that this deed OR THE MORE MANY IS CORRECT COPY WHEN DELIVERED TO THE TRUSTEE FOR RECORDATION AND RECORDATION WITH THE CLERK

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Seven Thousand Seven Hundred and 00/100

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 April 1, 1990

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. 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 grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable, unless the annual rate of interest on the debt is raised

To protect the security of this trust deed, grantor agrees: (a) consent to the making of any map or plat of said property; (b) join in

1. 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 taxes 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. The beneficiary shall be delivered to the beneficiary as soon as insured, if the grantor shall fail for any reason to procure any such insurance and to 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, collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as the 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 the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums or other charges payable by grantor, either 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, 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 hereinafter described, as well as the grantor, shall be bound to, to the extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with interest 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.

6. 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.

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 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 decreed 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 judge 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 under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that 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 first party in such proceedings, shall be paid to beneficiary, 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, 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 this debt and presentation of this deed and the endorsement (in case of full reconveyances, for cancellation); without affecting the liability of any person for the payment of the indebtedness, trustee may

10. If it is mutually agreed that the beneficiary may, at its option, appoint a successor trustee appointed hereunder, upon such appointment, and without any further action or proceeding, the trustee herein named or appointed hereunder, shall execute and deliver to the beneficiary, containing reference to this trust deed, a deed of conveyance, which when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a 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: This Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an 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, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.555.

**fully seized in fee simple of said described real property and has a valid, unencumbered title thereto**

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 an organization, or (even if grantor is a natural person) are 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:** **Dates:** by lining out whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as 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 or is not to finance the purchase of a dwelling, use **Stevens-Ness Form No. 1306**, or equivalent. If compliance with the Act is not required, disregard this notice.

*George A. Miller*  
George A. Miller

STATE OF OREGON, )  
County of Klamath ) ss: I, \_\_\_\_\_, Clerk of said Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said Court.  
March 26, 1919  
Personally appeared the above named  
George A. Miller

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

<p><b>Before me:</b> _____ (OFFICIAL SEAL) <b>Notary Public for Oregon</b> <b>My commission expires:</b> 12-25-82</p>	<p><b>Before me:</b> _____ (OFFICIAL SEAL) <b>Notary Public for Oregon</b> <b>My commission expires:</b> _____</p>
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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: \_\_\_\_\_

**Beneficiaries:**

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.

**TRUST DEED**  
b19c 1166000 10/15/15 TO THE O  
FORM No. 881  
FOR STEPHEN A. HARRIS, CO., PORTLAND, ME (10/15/15)  
George A. Miller Grantor  
GRANTOR: STEPHEN A. HARRIS, CO.  
GRANTOR: STEPHEN A. HARRIS, CO.  
Grantor  
Robert F. Parker and  
KOREKI E. MYRKEE and COITIN E.  
Gladys E. Parker Beneficiary  
Beneficiary  
GEORGETOWN RECORDING RETURN TO  
Winema Real Estate  
P.O. Box 376  
Chillicothe, OR 97624  
CHILICOTHE, OR

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STATE OF OREGON, } ss.  
County of Klamath, }  
I certify that the within instrument was received for record on the 26 day of March 1981 at 10:47 o'clock A.M., and recorded in book/reel/volume No. M81 on page 5498 or as document/fee/file/instrument/microfilm No. 97670.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
Evelyn Biehn County Cler.  
By *Hebra J. J. J.* TITLE Deputy