

24875

TA-26276

## TRUST DEED

After recording return to: **BENEFICIARY:** Mellon Financial Services Corporation  
 Branch Office 2445 Washburn Way Vol. 2783 Page 9774  
 address

Klamath Falls OR 97601

Grantors (Borrowers) Gerald B. Miller Jr. & Joyce M. Miller  
 name

2070 Etna Street  
 address

Klamath Falls OR 97601

The Grantors above named are indebted upon their promissory note dated 6/21/83 in the principal amount of \$ 27,763.26 to the Beneficiary named above at the above office and evidencing a loan made by said Beneficiary in the actual amount of the principal thereof. By the terms thereof default in making any payment shall, at the option of the holder of the note and without notice or demand, render the entire sum remaining unpaid thereon at once due and payable.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said note, and any note or notes executed and delivered to Beneficiary by Grantors at any time before the entire indebtedness secured thereby shall be paid in full, evidencing either a future loan by Beneficiary or refinancing of an unpaid balance of the note above described or renewal thereof, or both such

future loan and refinancing. Grantors hereby convey to Trustee, Transamerica Title Insurance Company in trust with power of sale the following described property:

A portion of Lot 1, Block 3, PLEASANT VIEW TRACTS, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the Northeasterly corner of said Lot 1; thence South along the East line of said Lot, 85 feet; thence West parallel to the North line of said Lot; a distance of 150 feet; more or less

The Grantors covenant to the Beneficiary that they are the owner of said property free of all encumbrances except Continued on the reverse side hereof

Oregon Department of Veterans' Affairs

and that they will warrant and forever defend the same against all persons.

Grantor warrants that the Real Property described herein is not used for agricultural, timber, or grazing purposes.

The Grantors agree: to maintain the property in good condition, not to remove or demolish any building; to provide insurance on the buildings now or hereafter erected in an amount of not less than the principal balance due upon this note or any note hereafter given for which this trust deed shall be security, said insurance to name the Beneficiary as the loss payee to the extent of an outstanding indebtedness, the policy to be delivered to the beneficiary; to keep the property free of all liens of any nature and to pay all taxes and assessments levied upon the property. In the event of the Grantors' failure to pay any taxes or liens, the Beneficiary may do so and add said sums to the Grantors' obligation at the rate of interest described thereon to be paid on the demand of the Beneficiary. In the event the right of eminent domain or condemnation is exercised in regard to said property any moneys received from said proceeding shall be applied to the above indebtedness until it is paid in full. If the Grantor sells or transfers the above described property such sale or transfer shall be an event of default.

Upon default by the Grantor hereunder, it is agreed Beneficiary may at any time enter upon and take possession of said property and may either proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosure or direct the Trustee to foreclose this trust deed by advertisement and sale in the manner provided for foreclosing a trust deed in ORS 86.705 to 86.795. Upon the foreclosure the Trustee shall apply the proceeds of the sale first to expenses of the sale, including reasonable attorney fees and compensation of Trustee in the proceeding, then to the obligation secured by the trust deed, then to all recorded liens subsequent to the interest of the Trustee as they may appear in the order of their priority and the surplus, if any, to the Grantors, or to their successors and interests entitled to such surplus.

The Beneficiary may from time to time appoint a successor or successor trustees. The successor trustee upon such appointment shall be vested with all title, powers and duties of the Trustee herein named. Grantors agree to pay all filing fees as well as the costs and disbursements in any proceedings to enforce this obligation.

Receipt of an exact copy of this document is hereby acknowledged by the undersigned.

State of Oregon )

County of Klamath : ss:

Personally appeared the above named )

Gerald B. Miller Jr. and Joyce M. Miller  
 and acknowledged the foregoing instrument

to be Notary Public  
 voluntary act and deed

Notary Public for Oregon

(seal)

My commission expires

## 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 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 name. Mail reconveyance and documents to

Dated: \_\_\_\_\_, 19 \_\_\_\_

Beneficiary

Continued from the reverse side hereof

to the West line of said Lot; thence North along said West line 85 feet to the Northwest corner of said Lot; thence East along the North line of said Lot 150 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

Beginning at the Northwest corner of Lot 1, Block 3 of PLEASANT VIEW TRACTS; thence East along the North line of said Lot 1, a distance of 12 feet; thence South parallel to and distant 12 feet from (when measured at right angles to) the West line of said Lot 1 a distance of 85 feet; thence West parallel to the North line of Lot 1, a distance of 12 feet to the West line of Lot 1; thence North along the West line of said Lot 1 to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .  
this 22nd day of June A. D. 19 83 at 3:49 clock P M., and  
duly recorded in Vol. M 83, of mtges on Page 9774.

8.00 fee

By EVELYN BIEHN, County Clerk  
[Signature]