

Vol. 1284 Page 20561

as Grantor. MOUNTAIN TITLE CO., INC. as Trustee and

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:

All that portion of Lot 12 in Block 7 of LARVINE ADDITION to the City of Klamath Falls, Oregon, according to the duly recorded plat thereof on file in the office of the County Clerk of Klamath County, Oregon described as follows:

Beginning at the Northwest corner of said Lot 12; thence North 83° 15' East, along the most northerly line of said Lot 12, 55 feet; thence South 6° 45' East, parallel to the Westerly line of Lewis St., 60 feet to the Southerly line of said Lot 12; thence South 83° 15' West, along the Southerly line of Lot 12, 5 feet to the Southwest corner of said Lot 12; thence North 6° 45' West along the Westerly line of said Lot 12, 60 feet to the point of beginning.

THIS TRUST DEED IN WHOLE IS SUBJECT TO THE FIRST AND SECOND MORTGAGE DEEDS OF RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES AND ALL OTHER RIGHTS THEREUNTO BELONGING OR IN ANY WISE NOW OR HEREAFTER APPERTAINING, AND THE RENTS, ISSUES AND PROFITS THEREOF AND ALL LIENS 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 NINE THOUSAND NINE HUNDRED AND NO/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 per terms of note 19

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 thereon or herein, shall become immediately due and payable.

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

To protect the security of this trust, I warrant:

and repair, and to remove or demolish any building or structure which is not to be continued or permitted as waste of land property.

10. To comply with all laws, ordinances, regulations, licensing conditions and restrictions affecting such property, the beneficiary requests permission in executing such financial statements pursuant to the Uniform Prudential Officer Code as the beneficiary may require and to use the following name in the proper public place if there is any public place in which such name may be used, either or searching of records is not required, described by the beneficiary:

[illegible]

10. To keep all remedies for the payment of the taxes, assessments and other charges that may be levied or assessed against said property before any part of said taxes, assessments and other charges become past due to the said trust, to preserve its ability to beneficiaries, should the grantor fail to make the required payments, and to preserve the trust property for the benefit of the beneficiaries, the grantor hereby agrees to make the following payments to the trust, and to make such payment beneficiaries may at their option make payment the trust and the amount so paid, with interest at the rate set forth in the foregoing trust deed, together with the benefits described in paragraphs 4 and 5 of said trust deed, shall be added to and become a part of the principal of the trust deed, without waiving the grantor's right to a breach of the trust if the grantor fails to make such payments with interest as provided in the foregoing. Hereinbefore described as well as the interest shall be bound to the same extent that they are bound to the payment of the obligation herein described, and all such payments shall be made to the trustee of the trust, and the failure of the grantor to make such payments shall constitute a breach of the trust and 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 trustees' and attorneys' fees actually incurred.

[illegible]

It is mutually agreed that:

under the right of eminent domain or condemnation, beneficiaries shall have the right, if it so elects, to require that all or any portion of the compensation payable to a company for the taking of land be paid to the beneficiaries of the project or to pay all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiaries and applied by it first upon any reasonable costs and expenses and attorneys' fees both in the trial and appellate courts, and then the balance shall be paid to beneficiaries in such proceedings, and the balance shall be paid to the beneficiaries secured hereby, and against the proceeds of the sale of the land, and the proceeds of any and accurate such instruments, as shall be necessary in obtaining such compensation, promptly upon beneficiaries' request.

⁹ At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this bill and the note for endorsement (in case of bill reconveyances for cancellation) without affecting the liability of any person for the payment of the indebtedness, trustee, and

[illegible]

11 The entering upon and taking possession of real property, the nature of such rents issues and profits, of the profits of the land, the measure thereof, a compensation or benefit to the tenant for improvements, and the obligation of the tenant to pay for the same, and the effect of a failure to do so, the remedies available to the landlord in such event, and the consequences of such event.

the same time, the *Journal of the American Medical Association* (JAMA) has been a vocal proponent of the benefits of breast-feeding. In 1991, JAMA published a landmark editorial that urged physicians to encourage their patients to breast-feed their infants. The editorial stated that breast-feeding was "the most important factor in the health of the infant" and that physicians should "encourage their patients to breast-feed their infants for at least the first six months of life." This editorial was a significant statement of support for breast-feeding and helped to establish it as a standard of care for physicians.

15 After the meeting has commenced I am very much surprised and
new and of an entirely new type before me. I have never before
seen the greater number of the persons privileged by the law to
the default of details. In the default is made to a person who
is not a member of the party. I am not a member of the party. I am
entirely ignorant of the law. I am not a member of the party. I
do not then see how the default is made. I am not a member of
being used in the case of rendering the persons required to be
the law. I am not a member of the party. I am not a member of
the law. I am not a member of the party. I am not a member of
and especially is it required in enforcing the obligation of the law
together with the law and the law of the law of the law of the law

[illegible]

12. When trustee is a participant in the business of said beneficiary, then that beneficiary has no claim against the trustee for any surplus arising from liquidation of the trustee, and a request for a surplus to trustee attests to the distribution secured by the trust deed, and a beneficiary having no claim is not subject to the interest of the trustee in the trust fund as those interests must appear in the order of their priority, and the surplus then, to the grantor or to his successor in interest until a claim surplus.

[illegible]

17. I trust except this trust when this deed is executed and when before is made a public record as provided by law. I trust is not obligated to notify any party hereto if pending any order and, therefore, I trust be of any action or proceeding in which grant is heretofore or justice shall be a party unless such action is proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, or a duly licensed broker or savings and loan association, or a trust company or a bank, or a corporation organized under the laws of Oregon or the United States, or a duly licensed insurance company, and that the trustee must be a resident of the State of Oregon. The property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an entity again created under ORS or ORS to avoid ORS.

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 except Real Estate Contract recorded August 10, 1976, in Volume 276, page 123-3, Microfilm Records of Klamath County, Oregon in favor of Clyde M. Hume and Thelma Hume, husband and wife, as Vendors, which the Beneficiary herein agrees to hold Grantor harmless therefrom 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 purpose (see Important Notice below).
(b) ~~for the purchase of real property in Klamath County, Oregon, to be used as a residence for the grantor and his family.~~

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 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.

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

STATE OF OREGON, *Clatsop*) ss.
County of *Clatsop*)
November 4, 1984
Personally appeared the above named
SUSAN L. MILLER

STATE OF OREGON, County of _____) ss.
Personally appeared _____ and
who, each being first
duly sworn, 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 the 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:

(OFFICIAL
SEAL)

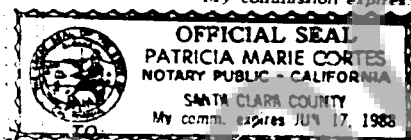
Patricia Marie Cortes
Notary Public for Oregon

My commission expires: *June 17, 1985*

Notary Public for Oregon

(OFFICIAL
SEAL)

My commission expires _____



REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid

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: _____, 1984

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.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

SUSAN L. MILLER

Grantor

CLARENCE H. NEWHALL

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO., INC.

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____ Deputy

20563

EXHIBIT "A"

This Trust Deed is an "all inclusive Trust Deed" and is second and subordinate to the Real Estate Contract No. 1 recorded dated August 1, 1976, and recorded August 12, 1976, in Volume 107, page 1, 1976, Klamath County, Oregon, in favor of Clyde M. Hume and Thelma Hume, husband and wife, as Vendors. The Deed was Kenneth M. Wilson, a single man, who subsequently assigned to Clarence H. Newhall, a single man, Assignment of Contract dated March 12, 1977, and recorded March 2, 1977, page 5701, Microfilm Record of Klamath County, Oregon.

Clarence H. Newhall, Beneficiary herein agrees to pay, when due, all payments due upon the said Real Estate Contract in favor of Clyde M. Hume and Thelma Hume, husband and wife, and will save Grantor herein, Susan L. Miller, harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Real Estate Contract, Grantor herein may make said subsequent payments and any sums so paid by Grantor herein shall then be or shall be upon the sums next due upon the Note secured by this Trust Deed.

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 11th day of December, D. 19 1977
at 11:11 o'clock A. M. and do
recorded in Vol. 107 of Deeds
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EVELYN BIEHN, County Clerk

By Ann Smith Deputy

Fee 1.00