Vol.<u>M85</u>Page 13820 TRUST DEED (N ASPEN M-29122 TRUST DEED FORM No. 881-1-Oregen Trust Deed Series TN-1 бисн 52647 стои - А 1901 ., 1985 , between THIS TRUST DEED, made this 28th day of <u>August</u>, <u>THIS TRUST DEED, made this 28th</u>, and ROLAND H. SLACK, not as tenants in 612 common but will full rights of surviorship , as Trustee, and as Grantor, ASPEN TITLE & ESCROW, INC., An Oregon Corporation JOHNNY D. MILLER and JEAN M. MILLER, husband and wife 613 in book leet chung No TORINA D. LITTOP Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in <u>COEPA Rlawath</u> County, Oregon, described as: USU Nav County County ment was received for round on the That portion of Lot 11, Block 57, SECOND HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS in the County of Viewet OF KLAMATH FALLS, in the County of Klamath, State of Oregon, described as Beginning at the Northeasterly corner of Lot 11 of said Block 57; thence Southwesterly along the Northerly line of said Lot 11, 94.2 feet to a point marking the Southeasterly corner of Lot 10 of said Block 57; thence Southeasterly at right angles 50 feet more or loss to the Southeasterly at right angles 50 feet, more or less, to the Southerly line of said Lot 11; thence Northeasterly along the Southerly line of said Lot II to Eldorado Avenue; thence Northerly along Eldorado Avenue 56 feet more or less to the point of beginning. THIS, TRUST DEED IS AN ALL-INCLUSIVE, TRUST DEED AND IS BEING RECORDED THIRD AND JUNIOR TO THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED THIRD AND JUNIOR TO TWO PRIOR TRUST DEEDS IN FAVOR OF BILL B. HARP AND ROSELYN HARP. SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. HERETO AND BY THIS REFERENCE MADE A PART HEREOF and appurtenances and all other rights thereunto belonging or in anywise together with said angular the tenements, hereditaments and appurtenances and all fixtures now or hereafter attached to or used in connec-now, or hereafter, appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. or nerealise, apper talling, and the terror tallog, and mostly more than a second and payment of the with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of <u>TEN THOUSAND FIVE HUNDRED AND NO/100</u> of variant by the output of the terms of a promissory mote of even date herewith, payable to beneficiary or order and made by granter, the final payment of principal and interest hereof, if sum of TEN THOUSAND FIVE HUNDRED AND NO/100-01 404 E 20 (a) consent to the making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of said property; (b) join in, any, casement or creating any restriction thereon; (c) join, in, any, thereoi, (d) reconvey and the mathematical this deed or the line or charge subordination or other without warranty, all or any part of the property. The field thereoi, and the recitals therein of any maters of the said property. The leady there is any reconveyance may be described as the mathematical there is any matters of the said the recitals therein of any matters of the said property. The bet conclusive (product the truthulanes thereoi. Trustes lees for, any of the services mentioned in this paragraph shall be not less than \$5. services mentioned in this paragraph shall be not less than \$5. services and without notice, either in person, by agent or by a record or said prophetic indexided the truthul treast the bet conclusive (product and without regard to the adaption of said prophetic indexided the truther there are been decayed of any security for pointed by a court, and secured, enter upon and take possession of said prophetic indexider, profits, including these past due and unpaid; and prophy the sants, including these of lead unpaid; and prophytics as there are upon any indebtedness secured hereby, and in such order as here-less (upon any indebtedness secured hereby, and in such order as here. The secure of entering upon' and 'taking' possession of and 'property', the barrier's including tensorier's the secure of the any indebtedness hereby in the secure of the possession of and 'property', the secure of the se becomes due and payable. The above described real property is not currently used for agricultural, timber or grazing purposes. SIN Ine above described real property is not currently used; for agricu 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; not to commit ary waste of said property. In good and workmailike 2. To complete or restore promptly and be constructed, damaged or, manner any, building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurrent thereon; 5. To construct the said property; if the beneficiary so requests, to foint and resting is attempt pursue and to said for any to rilling same in the proper gublic direction of estimation as the cost of all lien searches made proper gublic directs or gearching agencies, as may be deemed desirable by the beneficiary. To provide, and, continuously, maintain, insurance, on the building \dot{r} Code as the beneficiary may require and to pay for filling same in additional products and the pay of the second provided by the second by the se issues: and expenses of operation and could hereby, and in such orust less costs and expenses of operation and chains possession of said property the ficiary may determine? collection of such rents, issues and profits, or the proceeds of line and of the insurance policies or compensation or awards for any taking or damage of the insurance policies or compensation or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act dome spursuant to such notice. In the pursuant to such notice. In this 12. Upon, delauit by grantor in payment of any indebtedness secur-hereby or in his performance of any agreement hereunder, the beneficiary on hereby or in his performance of any agreement hereunder, the beneficiary on declare all sums secured hereby, immediately due to foreclose this frust deed in equily as a more such and the election may proceed to foreclose this trust deed in equily as a more such and the election of the election of the trustes at divertisement on the trust of the trust of the trust of the trust of the secure and cald described real property to satisfy the obligations secure thereofy, wherear required by law and proceed to foreclose this trust deed thereof as the trust of the SA 140 to 86.795. 13. Should the beneficiary elect to foreclose by advertisement and a tedness secures beneficiary may ble. In such an this trust deed s trust deed by. hereby, whereupon the trustee shall us the time and particles this trust deed in thereading is then required by law and proceed to foreclose this trust deed in 13. Should the beneliciary elect to foreclose by advertisement and sale that alter delault at any time prior to five days before the date set by the then alter delault at any time prior to five days before the date set by the then alter delault at any time prior to five days before the date set by the then alter delault at any time prior to five days before the date set by the then alter delault at any time prior to five days before the date set by the then alter delault at any time prior to five days before the date set by the trustee for the ary pay to the beneliciary or his successors in interest, respec-ORS 86.760, may pay to the beneliciary or his successors in the trust deed and the realforcing the terms of the obligation and trustees and attorney's lees not er-cipal as would whet there by (including costs and expresses actually incurred in "bbligation secured in the rotice by law). Other than coursed, and thereby crue claud as would what there is due, had no delault the trustee frage and thereby crue the trustee. Therwise, the sale shall be held on the date and at the time and place designated in the notice of sale tor, the time to which and sale may place designated in the notice of sale tor, the time to which and sale may in one parciel or in separate its deed in form as required by law converging shall deliver to the purchaser its deed in form as required by law converging of the truthfulness thereot. Any person, excluding the trustee, but including of the truthfulness thereot. Any person, excluding the trustee, but including of the truthfulness thereot. Any person, excluding the trustee, but including of the truthfulness thereot. Any person, the sale. ot the truthumess therein, may purchase at the sale. the grantor and beneficiary, may purchase at the sale. (1) (15) When trustee sails pursuant to the powers provided herein, trustee shall, apply, the proceeds of sale to peyment of (1) the expenses of sale, im-tuding the compensation of the trustee and a reasonable charge by preprior purchase to the sale to be the trust ded, (2) to the primore faving recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4), the surplus, it any, to the grantor or to his successor in interest entitled to such surplus, it any, to the grantor or to his variable charge may from time to the trust and the grantor of the law beneficiary may from time to the trust and the trust and the trust and the trust and the trust of the trust and the grantor of the sale of the trust and the trust the trust and decree of the trial court, grantor turner agrees to pay such sum as the sentility of the trial court shall adjudge reasonable as the beneficiary's or trustee's attor-pellate court shall adjudge reasonable as the beneficiary's or trustee's attor-ney's less on such appeal. (1614) (NOTE: The Trust Deed Act provides that the frustee hersunder must be either an attorney, who is an active member of the Oregon. State Bor, a bank, frust compound or savings and loan association authorized to a business under the laws of Oregon or the United States, a title Insurance compony authorized to a business under the laws of Oregon or the United States, a title insurance compony authorized to business under the laws of Oregon or the United States, a title insurance compony authorized to business under the laws of Oregon or the United States or an escrew agent licensed under ORS 696.505 to 696.505 to 696.505 13851

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ully seized in fee simple of said described T rust Deed dated July 10, 1984, Te I B. Or Resolyn M. Harp and Secon 986 15 M-84 at page 14919.	and with the beneficiary and those claiming under him, that he is law- eal property and has a valid, unencumbered title thereto corded July 13, 1984 in M-84 at page 11840 in favor of d'Trust Deed dated August 24,1984; recorded August 28,
and that he will warrant and forever defen	d the same against all persons whomsoever.
(1) A. A. Martina, M. Katalawa and Sharina and A. Martina and A. Ma Martina and A. Martina an	the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family (b): for an organization, or (even if grantor	is a natural person) are for business or commercial purposes other than agricultural
This deed applies to, inures to the benefit to service and assignment services and assignment to the service and assignment to the service and the service as a s	of and binds all parties hereto, their heirs, legatees, devisees, administrators, execu- is. The term beneficiary shall, mean the holder and owner, including pledgee, of the a beneficiary herein. In construing this deed and whenever the context so requires, the writer, and the singular (number) includes the plural.
a consequent solar in a second set of the second second set of the	warranty (a) or (b) is Darothy, Bonita Marstow
IMPORTANE MOTILE warranty (a) is applicable and the base such word, is defined in the truth-in-Lending Act, beneficiary MUST comply, with the Act and Regulatio disclosures, for this purpose, if this instrument is to be	and Regulation Z, the Nancety & Marcus
disclosures, for this purpose, in this manufacture, the purchase of a dwelling, use Stevens-Ness Form N if this instrument is NOT to be a first lien, or is not of a dwelling use Stevens-Ness Form No. 1306, or es	offinance the purchase the fand of UCUCW
with the Act is not required, disregard this notice.	We will believe to first with the high of the default and according rank the first structure of the entry of a particular function of the default of the first structure of the first structure of the result of the section of ORES 66.160 structure and the default of the section of the first structure structure of default of the first structure and the default of the default of the section of the section of the result of the section of the section of the section of the default of the section of t
STATE OF OREGON,	(ORS 93,490) STATE OF OREGON, County of) ss.
County of Klamath) August 29 ,19 85	Personally, appeared
Personally appeared the above named	duly sworn did say that the former is the
Rolland M. Slack	twist of the second sec
a caran million out pranta is a	instru- sealed in behalt of said corporation and that the instrument was signed and instru- sealed in behalt of said corporation by authority of its board of directors;
And deterowiedged the foregoing men to be their woluntary act and broke me	instru-s and each of them acknowledged said instrument to be its voluntary act deed. Before me:
(OFFICIAL Slaze & Addu	(OFFICIAL Notary Public for Oregon
Notary Public for Oregon	SEAL)
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not such the set of the due and payable The set of the during of the debt secured becomes due and payeble.	To be used only when obligations have been pold. We have a state of the state of t
	ider of all indebtedness secured by the foregoing trust deed. All sums secured by
trust deed have been fully paid and satisfied. Yo	the of an indestructed, on payment to you of any sums owing to you under the terms of unhereby are directed, on payment to you of any sums owing to you under the terms of the original sector of the sector of the sector of the sector of the terms of said trust deed the convey, without warranty, in the parties designated by the terms of said trust deed the
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De not lose er destrey this Trust Deed OR THE NOTE	CLUST OI TAT THE delivered to the trustee for concellation before reconveyance will be made. which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made.
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AFTER RECORDING RETURNITO / ///	ROB and ROLAND H. SLACK, D. Confind Survey



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Exhibit "A"

THIS TRUST DEED IS AN "ALL INCLUSIVE TRUST DEED" AND IS THIRD AND SUBORDINATE TO THAT FIRST TRUST DEED NOW OF RECORD DATED JULY 10, 1984, AND RECORDED JULY 13, 1984, IN BOOK M-84, AT PAGE 11840 IN OFFICIAL RECORD OF KLAMATH COUNTY, IN FAVOR OF BILL B. OR ROSELYN M. HARP, AND THAT SECOND TRUST DEED NOW OF RECORD DATED AUGUST 24, 1984, AND RECORDED AUGUST 28, 1984, IN BOOK M-84, AT PAGE 14919 IN OFFICAL RECORD OF KLAMATH COUNTY, IN FAVOR OF BILL B. HARP and ROSELYN HARP, AS BENEFICIARYS, WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. JOHNNY D. MILLER AND JEAN M. MILLER, BENEFICIARYS HEREIN AGREES TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID TWO PROMISSORY NOTES IN FAVOR OF BILL B. HARP AND ROSELYN M. HARP, AND WILL SAME TRUSTORS HEREIN, DOROTHY BONITA MARSROW AND ROLAND H. SLACK, HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, TRUSTORS HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY TRUSTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.



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