

TRUST DEED  
WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS  
day of May

19-86, between

THIS TRUST DEED, made this 28th day of \_\_\_\_\_  
Larry Miles and Betty Miles, husband and wife

as Grantor, William P. Brandsness  
South Valley State Bank

.....  
as Beneficiary,

**WITNESSETH:**

as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in \_\_\_\_\_ County, Oregon, described as:

Klamath \_\_\_\_\_ block 18 of Second Railroad Addition to the City \_\_\_\_\_ file in the office \_\_\_\_\_

Lots 31, 32, 33, 34 and 35 in Block 18 of Second Railroad Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

**PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$100,000.00 WITH RIGHTS TO FUTURE ADVANCES**

\_\_\_\_\_ according to the terms of a promissory

[illegible]

sum of \$1000. \* \* \* \* \*

AND RENEWALS

note of even date herewith, payable to beneficiary or order and made by grantor, the day of \_\_\_\_\_, 1993.

not sooner paid, to be due and payable June 1.

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.

(a) consent to the making of any map or plat of said property; (b) join in any restriction thereon; (c) join in any creating any restriction thereon, or the lien or charge described real property is not currently used for agricultural, timber or grazing purposes.

The above described real property is not currently

the security of this trust deed, grantor agrees:

property in good condition

To protect the security of this trust deed, grantor agrees:

2. To complete or improve which may be constructed, damaged or manner, any building or improvement which all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to file with the Uniform Code of Sentences and Restitution affecting said property and to pay for filing same in the jail in executing such financing statement; and to pay for filing same in the joint Code as the beneficiary may require and as the cost of all liens, searches made by the public office or offices, as well as the cost of all liens, searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary, to purchase and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, burglary, and

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including 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, in and defend any action or proceeding purporting to be brought by or on behalf of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including

7. To appear in and defend any action or proceeding purporting to affect the securities or rights of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including but not limited to the foreclosure of the beneficiary's or trustee's mortgage, to pay all costs and expenses, including attorney's fees; the beneficiary or trustee shall be responsible for the foregoing in all cases shall be the beneficiary or trustee's obligation to pay the same, including evidence of title mentioned in this paragraph from any judgment or decree of the court, and in the event the beneficiary or trustee is appointed attorney of record in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the attorney of record shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal. Grantor understands that: \_\_\_\_\_

pellate court shall not be  
ney's fees on such appeal.

It is mutually agreed that:

6. If the event that any portion or all of said property shall have the right of eminent domain or condemnation, beneficiary shall have the right if it so elects, to require that all or any portion of the amount required compensation for such taking, which are in excess of fees necessarily paid or incurred by reason of such proceedings, shall be paid to beneficiary as fees, to pay all reasonable costs and expenses and attorney's fees, incurred by beneficiary in such proceedings, shall be paid to beneficiary by beneficiary at first upon any reasonable costs and expenses and attorney's fees, applied by the trial and appellate courts, shall be paid to beneficiary both in such proceedings, and balance applied up on take; such actions taken by beneficiary in such proceedings, at its own expense, to take; such actions taken hereby; and grants, as shall be necessary in obtaining such compensation and execute such instruments beneficiary's request.

7. Upon written request of beneficiary, the court shall

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

[illegible]

legally entitled thereto, the truthfulness thereof. Not less than \$5.  
be conclusive proof in this paragraph shall be not less than \$5.  
services mentioned in this paragraph shall be not less than \$5.  
10. Upon any default by grantor or beneficiary may be a  
time without notice, either in person, by agent or by a receiver to be ap-  
pointed by a court, and without regard to the adequacy of any security for  
the indebtedness hereby secured, enter upon and take possession of said prop-  
erty, the indebtedness hereby secured under name sue or take, and collect the rents,  
issues and profits, including those past due and unpaid, and apply the same,  
less costs and expenses of operation and collection, including reasonable attor-  
neys' fees upon any indebtedness secured hereby, and in such order as bene-  
ficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or award for any taking or damage of the property, and the application or release hereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done or omitted by the beneficiary in payment of any indebtedness secured by the property, and the beneficiary may sue for such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell the parcel or parcels at one or more times in separate parcels and sales at the time of sale. Trustee shall deliver to the highest bidder for the deed in form as required by law, shall deliver to the purchaser without any covenant or warranty, and shall convey the property to the purchaser without any matters of record affecting the trust, but including the truthfulness thereof. Any purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in full; (2) to the obligation secured by the mortgage charge by trustee's deed to the beneficiary of the sale; (3) to all other obligations of the grantor or the grantor's estate to the beneficiary of the sale; and (4) to the interest of the trust in the property sold. If the proceeds of sale are not sufficient to satisfy all of the foregoing, the deficiency shall be paid by the grantor or the grantor's estate to the interest of the trust in the property sold. If the proceeds of sale are in excess of the obligations of the grantor or the grantor's estate to the beneficiary of the sale, the excess shall be paid to the interest of the trust in the property sold.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. 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.

9. At any time and from time to time, the trustee hereunder shall be a party unless such action or proceeding shall be of a nature which would materially and adversely affect the interests of the beneficiaries of the trust.

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, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 grantor's personal, family or household purposes (see Important Notice below)~~  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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: 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

*Lawyer*  
*Betty Miles*

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

STATE OF OREGON, } ss.  
County of Klamath  
This instrument was acknowledged before me on  
May 28, 1986, by  
Larry Miles and Betty Miles  
*[Signature]*  
Notary Public for Oregon  
(SEAL) My commission expires: 8/27/87

STATE OF OREGON, } ss.  
County of \_\_\_\_\_  
This instrument was acknowledged before me on  
19\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_  
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, 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: \_\_\_\_\_, 19\_\_\_\_  
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 PUB. CO., PORTLAND, ORE.

Grantor  
Beneficiary

AFTER RECORDING RETURN TO  
SOUTH VALLEY STATE BANK  
5215 SOUTH SIXTH STREET  
KLAMATH FALLS OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath  
I certify that the within instrument was received for record on the 29th day of May, 19 86, at 9:23 o'clock A. M., and recorded in book/reel/volume No. M86 on page 9209 or as fee/file/instrument/microfilm/reception No. 61887. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE  
By [Signature] Deputy

Fee: \$9.00