

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.

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 Mortgage in favor of Department of Veterans' Affairs, which buyers herein agree to assume and pay.

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.

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

STATE OF ~~OREGON~~ California)

STATE OF OREGON,)

(Individual)

STATE OF CALIFORNIA

COUNTY OF SAN MATEO)

SS.

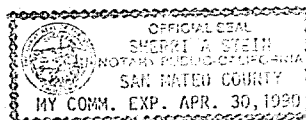
On February 10, 1989 before me, Sherri A. Stein a Notary Public in and for said State, personally appeared Robert W. Donovan & Dorothy R. Donovan

, (known-to-me)

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Sherri A. Stein



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Form 3213 (CA 12-82)

(This area for official notarial seal)

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.

Carson H. Miller & Shelba D. Miller
5555 Lockford Dr. 6000 50th
Klamath Falls OR 97603 Klamath Falls OR 97603

Grantor

SPACE RESERVED
FOR
RECORDER'S USE

Robert W. & Dorothy R. Donovan
Rt 1, Box 762A Newy 190
Bonanza OR 97623

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

(to forward to KFFS&L)

Fee \$13.00

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 15th day of Feb., 1989, at 9:40 o'clock A.M., and recorded in book/reel/volume No. M89 on page 2851 or as fee/file/instrument/microfilm/reception No. 97148, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

By Paula M. Miller Deputy