Vol. mg9 Page 2851 (\$ 89, between

14.1				8th dow	of	February 19	
THIS	TRUST	DEED,	made this	uay	O,	February , 19	

ROBERT W. DONOVAN & DOROTHY R. DONOVAN, husband and wife as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as T CARSON H. MILLER as to an undivided 1/2 interest and SHELBA D. MILLER as to an MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

undivided 1/2 interest

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:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 7, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. ALSO the NW_4^1 of the NE_4^1 and the N_2^1 of the SW_4^1 of the NE_4^1 of Section 18, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

3811-700-2000 Tax Account No. 3811-700-2100 3811-1800-200

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.

FOR THE PURPOSE

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the CHURNING BUILDING CTV HINDERD ETCHING CTV AND 16/100-

SEVENTY NINE THOUSAND SIX HUNDRED EIGHTY SIX AND 16/100-

not sooner paid, to be due and payable per terms of note

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 lirst having obtained the written consent or approval of the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or
therein, shall become immediately due and payable.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneticiary shall have the tright; if it so elects to require that all or any portion of the monies payable right; if it so elects to require that all or any portion of the monies payable as compensation able costs, expenses and aftorney's tees necessarily paid or to pay all represent in such proceedings, shall be paid to beneticiary and incurred by feature that the proceedings is the paid or incurred by the proceedings, and the balance applied upon the indebtendes ficiary in such proceedings, and the balance applied upon the indebtendes ficiary in such proceedings, and the balance applied upon the indebtendes ficiary hereby; and grantor agrees, at its own expenses, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request, propensation, promptly upon beneficiary's request. Propensation of this deed and the note for ficiary, payment of its lees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the lindebtedness, trustee may the liability of any person for the payment of the lindebtedness, trustee may the liability of any person for the payment of the lind

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement altecting this deed or the lien or charde the tool; (d) reconvey, without warranty, all or part of the property. The property of the proof of the truthout warranty, all or part of the property. The grantee in any reconveyance may be described as the "person or persons grantee in any reconveyance may be described as the "person or persons feather than the property of the truthout and the recitals there of any matters or lacts shall be conclusive proof of the truthulness there of any matters or lacts shall be conclusive proof of the truthulness there of Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any details by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to and take possession of said property the indebtedness hereby secured, net upon and take possession of said property on any part thereof, in its own mane sue or otherwise collect the rents; issues and profits, including those past on the property and part of the property and the application or release thereof as aforesaid, shall not cure of waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any attention of any indebtedness secured hereby or in his performance of any attention of any indebtedness secured hereby or in his performance of any attention of any indebtedness secured hereby or in his performance of any attention of any indebtedness secured hereby or in his performance of any attention of any indebtedness secured hereby or in his performance of any attention of any indebtedness secured hereby or

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.2. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereby or in his performance of any agreement hereby or in his performance of any agreement hereby immediately due on payable. In such an declare all sums secured hereby immediately due on payable. In such an advertisement and sale, or may direct the beneficiary map have. In the even the beneficiary elects to foreclose by advertisement and sale, the beneficiary the trustee to foreclose the secured his written notice of default the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation and his election to sell the said described real property to satisfy the obligation notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time private person so privileged by ORS 86.753, may crust the sale, the frantor or any other person so privileged by DR 86.753, may crust the sums secured by the default consists of a failure to pay, when due, the default or default may be cured by paying the entire amount due at the time of the cure other than such portion as would entire amount due at the time of the cure other than such portion as would entire amount due at the time of the cure of the time of the cure of the beneficiary all costs defaults, the parties of the beneficiary all costs def

together with trustee's and attorney's lees not exceeding the amounts provided by law. 4. 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 said property either in one parcel or in separate parcels and shall sell the parcel or parcels at one parcel or in separate parcels and shall sell the parcel or parcels at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or interpretable to the property so sold, but without any covenant or warranty, express or inches of the turbiding of the nutribulens thereof. Any person, escluding the trustee, but including of the further three three parcels of the property and the property of the property of the property and (2) to the obligation secured by the trust deed, (3) to all person attorney. (2) to the obligation secured by the trust deed, (3) to all person attorney. (3) to the obligation secured by the trust deed, (3) to all person attorney. (3) to the obligation secured by the trust deed, (3) to all person attorney. (4) to the property of the property of (4) the deed as their interests may appear in the order of their provinty and (4) the deed as their interests may appear in the order of their provinty and (4) the surplus.

surplus, it any, to the granter or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee appointed hereinders, the latter shall be vested with all trusteers, the latter shall be vested with all trusteers, the latter shall be rested with all trusteers, the latter shall be rested with all trustender. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counities in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee, this trust when this deed, duly executed and acknowledded is made apublic record as provided by law. Trustee is not acknowledded is made apublic record as provided by law. Trustee is not acknowledded is made any other deed of obligated to notify any acquired hereto at pending sale under any other deed of shall be a party unless such action or 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, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real savings and loan association authorized to do business under the laws of Oregon or the United States, or an escrow agent licensed under ORS 696.505 to 696.505.



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 it 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 leminine 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. * IMPORIANT 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 ORRESON, California STATE OF OREGON, (Individual) STATE OF CALIFORNIA COUNTY OF SAN MATEO On February 10, 1989 before me, Sherri A. Stein __ a Notary Public in and for said State, personally appeared Donovan (SEAL) (or proved to me on the basis of satisfactory evidence) to be the person \$\sigma\$ within instrument and acknowledged that executed the same. they WITNESS my hand and official seal. SAN MATEU COUNTY ted by said MY COMM. EXP. APR. 30,1999 he terms of ered to you st deed the (This area for official notarial seal) Form 3213 (CA 12-82) or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED STATE OF OREGON. (FORM No. 881)
STEVENS NESS LAW PUB. CO., PORTLAND, ORE County of ... Klamath I certify that the within instrument was received for record on the15.thday

Carson H. Miller & Shelba D. Miller
5555 Lockford & Good 5 fth
Klamath Halls OK 97603 Klamath Halls OK
97603 SPACE RESERVED

Robert W. & Dorothy R. Rt 1.Box762 A N Donovan Nwy 170 Bonanza OR

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

(to_forward_to_KFFS&L)

FOR

RECORDER'S USE

Fee \$13.00

of Feb. , 19 89, at 9:40 o'clock A.M., and recorded 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

By Pauline Muilande Deputy