THIS TRUST DEED, made this 8th day of February , 19 89, bets	ween
THIS TRUST DEED, made this	
ROBERT W. DONOVAN & DOROTHY R. DONOVAN, husband and wife	,,
KOBERT W. DOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as Trustee,	and
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY , as Trustee, CARSON H. MILLER as to an undivided 1/2 interest and SHELBA D. MILLER as to an	
undivided 1/2 interest	
as Beneficiary, WITNESSETH:	
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property of the conveys of the property o	perty
in	
The Sul of the SEL and the Ed of the SEL of the SW4, all in Section 7, Township 38	3

South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. ALSO th  $NW_2$  of the  $NE_2$  and the  $N_2$  of the  $SW_3$  of the  $NE_4$  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

This instrument is being re-recorded to correct legal description.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise row or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connections the state of the state of

tion with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SEVENTY NINE THOUSAND SIX HUNDRED EIGHTY SIX AND 16/100----

herein, shall become immediately due and payable.

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 or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for liling same in the public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of emiment domain or condemnation, benediciary shall have the right if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required so compensation for such taking, which are in excess of the amount required as compensation for such taking, which are in excess of the amount required pay all reasonable costs, expenses and attorney's lees, necessarily paid or incurred by feature in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, 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 (a) consent to the making of any map or plat of said property; (b) join in

Aranting any easement or creating any restriction thereon: (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be estimated as the "purson or persons legally entitled thereto," and the street of any matters or lasts shall be conclusive proof of the truthidness therein of any matters or lasts shall be conclusive proof of the truthidness therein of any matters or lasts shall be conclusive proof of the truthidness therein of any matters or lasts shall be conclusive proof of the truthidness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any 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 property or any part thereof, in its mention of the truthidness and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the 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 done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or erformance, the beneficiary may declare all sums secured hereby immediatly due and payable. In such an event to beneficiary at his efection may proceed to foreclose this trust deed with

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's lees not exceeding the amounts provided by law.

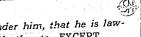
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or arguing day law conveying the property so sold, but without any covenant or expense of implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale trustee, but including the france and the sale to payment of 13 the expenses of sale, including the compensation of the trustee and a trust deed. (2) to all persons attorner, (1) to the obligation secured by the trust deed, (3) to all persons having recorded lions subsequent to the interest deed in the trust deed as their interests may approximate the surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named hetein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named hetein or to any successor trustee appointment and substitution shall be wested with all title, powers and duties conferred upon any trustee named hetein or to any successor trustee appointment of the surplus.

17. Trustee accepts this trust when this deed, duly executed and obligated to notily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, be

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 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escribe 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 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 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. Robert W. Donovan \* 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. Dorothy (If the signer of the above is a corporation, STATE OF OREGON, STATE OF GREEN. California (Individual) STATE OF CALIFORNIA COUNTY OF SAN MATEO On February 10, 1989 before me, Sherri a Notary Public in and for said State, Doe of hy R. A. Steir Robert W. DonovAN personally appeared (SEAL) Donovan whose name SATE subscribed to the (or proved to me on the basis of satisfactory evidence) to be the person S. within instrument and acknowledged that \_\_\_\_\_\_ they OFFICIAL SEAL SHERE! A STELLI executed the same. WITNESS my hand and official seal. red by said SAN MATEO COURTY he terms of EXP. APR. 30,1990 MY COMM. ered to you st deed the (This area for official notarial seal) Form 3213 (CA 12-82) , 19...... DATED: Beneficiary Do not lose 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. STATE OF OREGON, TRUST DEED County of ....Klamath (FORM No. 681)

Carson H. Miller & Shelba D. Miller

5555 Lockford D. Good S oth

Klamath Halls OK 47603 Klamath Aulls OK 97603 space RESERVED Grantor FOR / Robert W. & Dorothy R. Donovan RECORDER'S USE Nwy14P R+ 1. B 0x 762 A ere 20122121102 Bonanza OR 97 Beneficiary AFTER RECORDING RETURN TO

I certify that the within instrument was received for record on the ....15.thday of \_\_\_\_\_\_, 19 89, 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

By Quille Muiland to Deputy

(to\_forward\_to\_KFFS&L)

MOUNTAIN TITLE COMPANY

Fee \$13.00

OF OREGON COUNTY OF KLAMATTI	Title Co. the 21st day the P.M. and duly recorded in Vol. M89
Filed for record at request of Mountain of A.D., 19 89 at _ 1 of Mortgages	45 o'clock 3155
FEE \$18.00	By Austine Mullenance