Vol<u>m89</u> Page **8823** 🛞

SINK!

THOMAS ALLEN MILLS, & BRENDA SUE HATFIELD, not as tenants in common, but with right. County offices, or

as Grantor, Mountain Title Company of Klamath County

CGCRICHARD.H. STECKLEY & CAROLYNN A. WETZEL; as tenants in common.

in book in the state of the state of as Beneficiary, OR 31203

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust; with power of sale, the property

in 11Klamath 1177 County, Oregon, described as:

Lot 3, Block 1, PINE GROVE RANCHETTES, according to the official plat thereof on file in the County Clerk of Klamath County, Oregon.

Tax Account No 3910 009AC 00600

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will have to some a loss from 50-4 OS file with a some of manual soul many or a commence of the formal contract of the contrac

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.

OF SECURING PERFORMANCE of each agreement of granter herein contained and payment of the

herein, shall become immediately due and payable.

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

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.

To complete or restore promptly and many good, and workmanlike.

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

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions alterating said property: if the beneficiary to requests, to tions and restrictions alterating statements pursuant to the Uniform Commercial Code as the beneficiary may, require and to pay for lling same in the proper public office or offices, as well as the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary

ions and restrictions allecting said property: if the beneficiary so requests to message and restrictions allecting said property: if the beneficiary so requests to financial said property: if the beneficiary so requests to message as the beneficiary said property if the beneficiary so requests to financial said property if the beneficiary so requests to message as the beneficiary so requests to the Unior Commercial Statement of the Statement of the Unior Commercial Statement of the Statement o

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 right, if it is of lors such taking, which are access of the amount required as compensation to such taking, which are access of the amount required to pay all renorable costs, expenses and attorney's fees necessarily paid to pay all renorable costs, expenses and still be paid to beneficiary and incurred by grantor in such proceedings, shall be paid to beneficiary and expelled by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, beceessarily paid or incurred by the first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, beceessarily paid or incurred by the ficiary in the proceedings, and the base such accessarily paid or incurred by describe the paying the proceedings and the benefits of take such accessarily paid or incurred by the paying the proceedings of the payment of the making of any map or plat of said property; (b) join in the payment of the payment of the making of any map or plat of said property; (b) join in the payment of the payment of

granting any easement or creating any restriction thereon. (c) join in any granting any easement or creating this deed or the lien or charke subordination or other agreement allecting this deed or the lien or charke subordination or other agreement allecting this deed or the lien or charke subordination or other and the record of the property. The frame of the property of the pro

liciary 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 property, and the application or release thereof as aloresaid, shall not cure or wave for any taking or damage of the wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.

property, and the application or release thereol as aloresaid, 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 agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the session was secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an electron and secured to foreclose this trust deed by event the beneficiary at his election may proceed to foreclose this trust deed were the semiciary at his election may receive the trustee to pursue any ofter right or advertisement and sale, or may direct the trustee to pursue any ofter right of the trustee to pursue any ofter right of the trustee to pursue any ofter right of the trustee shall execute and cause to describe the trustee of the semiciary of the beneficiary elects to foreclose by a vertisement and sale, the beneficiary of the trustee shall execute and cause to detault and his election to self the said described real property to satisfy the obligation the trustee of the trus

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 ilaw. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee 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 warranty, express or inthe property so sold but without any covenant or warranty, express or inthe property so sold but without any covenant for the stall be conclusive proof piled. The recitals in the deed of any matters of last shall be conclusive proof of the truthtuiness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the poores provided herein, trustee the granter of the trustee and a reasonable charge by trustee shall apply the proceeds of sale to payment of the trust deed, (3) to all persons attorney, (2) to the obligation secured by the trust deed, (3) to all persons having 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, if any, to the granter or to his successor in interest entitled to such surplus.

16. Beneliciary may from time to time appoint a successor or successor to any terminate or the surplus as uncessor or successor.

surplus, if any, to the grantor or to his successor in interest entitled to such

16. Beneliciary may from time to time appoint a successor or successors or any trustee named herein or to any successor trustee appointed herein trustee, the latter shall be vested with all title, powers and duties confered trustee, the latter shall be wasted with all title, powers and duties confered upon any trustee herein named or appointed hereunder. Each such appointment upon any trustee herein named or appointed hereunder. Each such appointment which, when recorded in the mortissite constructs or to the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

18. Trustee accepts this trust when this deed, duly executed and of the successor trustee is not obligated to notify any party hereto of pending sale under any other deed or 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.

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 sovings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure little to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excrow agent licensed under ORS 696.505 to 696.585.

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| fully seized in fee simple of said des   | rees to and with the l   | beneficiary and those claiming under him, that he is law<br>ind has a valid, unencumbered title thereto  | ₹-                                      |
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| and that he will warrant and foreve  | r defend the same aga  | inst all persons whomselve   | ni<br>Geografia                         |
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| The grantor warrants that the proceed  | ds of the loan represented   | by, the above described note and this trust deed are: sees (see Important Notice below:  |   |
| (a)* primarily for grantor's personal,<br>(b) for an organization, or (even if   | family or household purpo<br>grantor is a natural person   | uses (see Important Notice below),  are for business or commercial purposes.   | ď,                                      |
| This deed applies to, inures to the be   | enetit of and binds all part   |  |   |
| secured hereby, whether or not named as a ligender includes the femining and the   | ins. The term beneficiary<br>beneficiary herein. In const  | ties hereto, their heirs, legatees, devisees, administrators, executor<br>shall mean the holder and owner, including pledgee, of the contra<br>truing this deed and whenever the context so requires, the masculin<br>ncludes the plural.  | s,<br>ct                                |
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| * IMPORTANT NOTICE: Delete, by lining out, which not applicable; if warranty (a) is applicable and as such word is defined in the Truth in Lending   | hever warranty (a) or (b) is   | Allows allow mill  | ei                                      |
| beneficiary MUST comply with the A   | Act and Regulation Z, the  | Thomas Allen Milts   | -11<br>(4)                              |
| disclosures; for this purpose use Stevens-Ness For<br>If compliance with the Act is not required, disrego  | n No. 1319, or equivalent.   | Brenda Sue Hattield  | 1                                       |
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| THOMAS ALLEN MILLS   |  |  |   |
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| cknowledged to me that he  | lual described in le   | and who executed the within instrument and   |   |
|  | ESTIMONY WHER  | EOF, I have hereunto set my hand and attimat   |   |
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| TRUST DEED   | Klamath County,  | STATE OF OREGON,   |   |
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| 222 South Sixth Street   | read Teller  | TITLE  |   |
| Clamath FAILs, OR 97601  | - Fac \$13 OO  | By Quille Muclendare Deputy  | 11.                                     |