

THIS TRUST DEED, made this 17th day of June, 1962, by and between LEO E. MIZE, RUTH A. MIZE, RANDALL G. MIZE and BARBARA L. MIZE

as Beneficiary.

The S½S½NE¼SE¼ and the SE¼SE¼ of Section 19, Township 33 N., Range 12 E., 1st Meridian, in the County of Clatsop, State of Oregon, are

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-11-2010 BY 60322 UCBAW/STP

together with all and singular the tenements, hereditaments and appurtenances thereto in anywise by law annexed or hereafter becoming so annexed, now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or upon the premises hereby conveyed, shall remain unto the heirs and assigns forever; and the same shall be paid and discharged without receipt or acquittance of the grantor herein contained and payment of

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable at maturity of Note 19.

1. To protect, preserve and maintain said property in good and workmanlike condition, and to repair, not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

[illegible]

(12) Upon default by grantor in payment hereby, or in his performance of any agreement hereunder, time being essence with respect to such payment and/or performance, the beneficiary shall be deemed to have been assigned to the beneficiary immediately due and payable. In such event, the beneficiary shall be entitled to receive the sum of \$100,000.00 (one hundred thousand dollars) from the grantor, and in such order as beneficiary may desire.

[illegible][illegible]

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any action or proceeding in which the beneficiary or trustee may be a party, to defend the same, and to do all such other acts and things as may be necessary or proper to carry out the purposes of this deed.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken or abandoned, beneficiary shall have the

lician in such proceedings, and the balance of the property, which, when received, shall be conclusive proof of property in which the property is situated, shall be conclusive proof of property of the successor trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either a resident of Oregon or the United States, a title insurance company or 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.

\_\_\_\_\_

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.

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

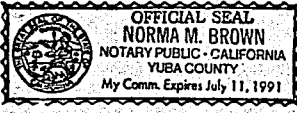
STATE OF OREGON

On this 25 day of JULY, 1989, before me, NORMA M. BROWN personally appeared LEO E. MIZE RUTH A. MIZE RANDALL G. MIZE BARBARA L. MIZE and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ARE subscribed to this instrument, and acknowledged that I have executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Norma M. Brown  
Notary Public, State of California  
My commission expires July 11, 1991

STATE OF CALIFORNIA )  
COUNTY OF YUBA ) ss



DATED: 1989 JUL 25

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.

CODE 2 WVL 3212-1000 JT 1100

TRUST DEED

STEVENS-NESS LAW PUB. CO. PORTLAND, ORE. 97208

Grantor

Beneficiary

AFTER RECORDING, RETURN TO:  
ASPEN, TITLE & ESCROW, INC.  
600 MAIN STREET  
KLAMATH FALLS, OR 97601

Fee \$18.00

STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for record on the 1st day of Aug., 1989, at 11:18 o'clock A.M., and recorded in book/reel/volume No. M89 on page 14093 or as fee/file/instrument/microfilm/reception No. 3317, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By [Signature] Deputy