FORM No. 881—Oregon Trust Doed Series—TRUST DEED Vol.<u>m9/</u> Page**10839** @ MTC # 25462-DN TRUST DEED EDWARD F. HILLER, JR. and LINDA C. MILLER, husband and wife -GLETA-WAMPLER----as Beneficiary, WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property ... and and despending Lot 4, Block 3, TRACT 1029, SPRAGUE RIVER PINES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

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FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grants berein contained and payment of the

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Per terms of note June 10. EX2006(15 years from closing)

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

To protect the security of this trust dead.

sold, conveyed, assigned or alienated by the grantor without first I then, at the beneficiary's option, all obligations secured by this instru therein, shall become immediately due and payable.

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

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

J. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for lifing same in the proper public office or offices, as well as the cost of all lien searches mae by tilling officers or searching agencies as may be deemed destrable by the beneficiary. To provide and continuously maintain insurance on the buildings now or hetcalter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary way item time, to time require, in an amount not less than \$IUIL\_INSUTABLE. Value..., written in companies acceptable to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary, with loss payable to the tester in companies acceptable to the beneficiary and procure any such soon. as insured; if the grantor shall fail for any reason to procure any such soon as insured; if the grantor shall fail for any reason to procure any such soon. as insured; if the grantor shall all for any reason to procure any such soon. as insured; if the grantor shall sail for any reason to procure any such soon. as insured; if the grantor shall all for any reason to procure any such soon as insured; in the grantor shall sail for any policy of insuranc

It is mutually agreed that:

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8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, il 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 to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it lirst upon any reasonable costs and expenses and attorney's teesboth 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 tull reconveyances, for amortilation), 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereoft, (d) reconvey, without warranty, all or any part of the property. The property of the conclusive proof of the truthfulness thereof as the "person or persons legally entitled thereoft," and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness 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 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 the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and prolits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's less 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 line and other 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 waive any default or notice of default hereunder or invalidate any act done waive any default or notice of default hereunder or invalidate any act done easence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due a foreclose this trust deed in equity as a mortgage or direction may preced foreclose this trust deed in equity as a mortgage or direction the beneficiary and in the beneficiary at his election may proved to reclose this trust deed by advertisement and sale, or may direct the trustee to pursue any ot

together with trustee's and attorney's fees 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 properly 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 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 implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the server 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 grantor or to his successor in interest entitled to such surplus.

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If Brenticiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred 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 mortfage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 frantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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

The grantor covenants and agrees to and with the beneficiary and those claiming under hira, that he is lawfully seized in fee simple of said described real property and has a faild, unencumbered title thereto except none

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)\*\*MONINATEGRADORICKOCKING

\*\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not opplicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-lending Act and Regulation 2, 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.

CALIFORNIA

STATE OF OREGON, County of

This instrument was acknowledged before me on the undersigned, a Notary Public in and for said County and State, personally appeared Kerry S. Penn

personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, (or proved to be such person by the oath of a credible witness who is personally known to me), who being by me duly sworn, deposes and says: That he residence to the single of the single and the product of the witness who is personally known to me), who being by me duly sworn, deposes and says: That he residence to the single and the product of the witness who is personally known to me), who being by me duly sworn, deposes and says: That he residence to the single and the product of the minimum product of the product of the witness who is personally known to me), who being by me duly sworn, deposes and says: That he residence to the product of the

OFFICIAL SEAL
JEANNE NIGH
NOTARY PUBLIC-CALIFORNI
LOS ANGELES COUNTY
MY COMM. EXP. AUG. 18, 1993

being by me duly sworn, deposes and says: That he resides at 18840 Ventura Blvd. Tarzana. CA.; that he was present and saw Edward F. Miller, Jr. and Linda C. Miller personally known fivery S. Pennbe the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiliant subscribed hame thereto as a wingess of said execution.

Signature

30083

Beneficiary

By Aulene Mullendere Deputy

De not lose or destrey this Trust Deed OR THE NOTE which is secures. Both must be delivered to the trustee for concellation before reconveyance will be made.

Company of the state of the sta	· · · · · · · · · · · · · · · · · · ·	
TRUST DEED  [FORM No. 881] STEVENS-NESS LAW PUB. CO., FORTLAND, ORE.	MANAGER STAND TO SERVICE OF THE SERV	STATE OF OREGON,  County of Klamath sss.  I certify that the within instrument
EDWARD F. MILLER, JR. and LI 10505 SCRIPPS TRAIL SAN DIEGO, CA 92131		was received for record on the 10th day of, 1991_, at .11:56 o'clock .A.M., and recorded
GLETA WAMPLER P.C. BOX 134 CHILOOUIN, OR 97624	SPACE RESERVED FOR RECORDER'S USE	in book/reel/volume NoM91 on page10839 or as tee/file/instrument/microfilm/reception No30383, Record of Mortgages of said County.
Beneticiary MOUNTAIN TITLE COMPANY		Witness my hand and seal of County affixed.
OF KLAMATH COUNTY		Evelyn Biehn, County Clerk

TRULT DEED

\$13.00

Fee |