

THIS TRUST DEED, made this 10th day of June, 1991, between

**WITNESSETH:**

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:

Lots 22, 23, and 24, Block 11, Industrial Addition to the City of Klamath Falls, 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY FIVE THOUSAND AND NO/100----- Dollars, with interest thereon according to the terms of a promissory note dated 12/25/00 and interest hereof, it

sum of TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) 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, it

PER TERMS OF NOTE \_\_\_\_\_, 19\_\_\_\_ the final installment of said note

note of even date herewith, payable to beneficiary or order of beneficiary, dated \_\_\_\_\_, 19\_\_\_\_, not sooner paid, to be due and payable PER TERMS OF NOTE \_\_\_\_\_, 19\_\_\_\_, on which the final installment of said note is due. 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 hereinafter expressed, shall become immediately due and payable.

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

2. To complete or restore any building or improvement 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.

4. To execute and perform all obligations pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office, as well as the cost of all lien searches as may be required by any public officers or searching agencies as may be deemed desirable by the beneficiary.

5. To cause to be continuously maintained insurance on the buildings

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ full insurable value to the latter; all companies acceptable to the beneficiary, with loss payable as soon as insured; policies of insurance shall be delivered to the beneficiary such insurance and to the grantor shall fail for any reason within at least fifteen days prior to the expiration of said policy to the beneficiary or hereafter placed on said buildings, the same at grantor's expense. The amount of insurance policy may be collected under any fire or other insurance policy may be applied by the beneficiary upon the indebtedness secured hereby and in such amount so collected, or may at any time, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property by any part of such taxes, assessments and other charges become due or delinquent and promptly deliver receipts therefor to the beneficiary, should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other obligations payable by grantor, either by direct payment or by providing a beneficiary with funds with which to make such payment, beneficiary at its option, make payment thereof and the amount so paid shall be interest at the rate set forth in the note of this trust, together with the obligations described in paragraph 4 of this trust deed, shall be added to and become a part of the sum secured by this trust deed, without waiver of any rights of beneficiary with interest as aforesaid, the provisions hereof and for such payment of taxes, assessments and other charges herebefore described shall be in full as the grantor, shall be bound to the same extent that the obligations described herein are for the payment of the obligation herebefore described, and all such payments shall be immediately due and payable with the same interest as the obligations herebefore described, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed and the expenses of this trust including the cost of preparing this instrument shall be paid by the grantor.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

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 an action or suit for the foreclosure of this deed, to pay all costs and expenses, including attorney's fees and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be determined by the trial court, and in the event of an appeal from any judgment of the trial court, the grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

*It is mutually agreed that:*

**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, beneficiary shall have the right, if it so elects, to request reimbursement from grantor of the monies payable as compensation for such taking, which are in excess of the amount actually paid or incurred by grantor in such proceedings, and reasonable costs and expenses and attorney's fees applied by grantor in such proceedings. Beneficiary shall be paid to beneficiary and incurred by grantor in such proceedings, and reasonable costs and expenses and attorney's fees applied by grantor in such proceedings, and the balance of the proceeds of the sale of the property in the trial and appellate courts, less necessarily paid upon the indebtedness beneficiary in such proceedings, and the balance of the proceeds of the sale of the property secured hereby; and grantor agrees to execute, at its own expense, to take such actions and documents as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. Upon written request of beneficiary,

9. At any time and from time to time upon written request of beneficiary, payment of its fees 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

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not be less than \$5.

10. Upon and after the death of the grantor hereunder, beneficiary may at any time and at any place, either in person, by agent or by a receiver, take and possess the property pointed by a court, and without regard to the time and place of the death of the grantor, the indebtedness hereby secured by its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and the interest thereon, less the attorney's costs and expenses of operation and in such order as beneficiary's fees upon the indebtedness secured hereby, and of said order as beneficiary may deem proper.

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 insurance policies or compensation or awards to any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

waive any default or notice of default hereunder, if such action is taken 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 performance, the beneficiary may declare all sums due hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed by either mortgaging or direct the trustee to pursue any other right or advertisement and sale, or may direct the trustee to advertise and sell the property, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and record to be recorded his written notice of default and his election to sell said described real property to satisfy the obligation secured hereby and as then required by law and proceed to foreclose this trust deed notice thereof as provided in ORS 86.735 to 86.795.

13. After the time specified in the notice of commencement of foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trust conducts the sale, and at any time prior to any other person so privileged by ORS 86.753, may cure, sale, or default or defaults. If the default or default is cured by paying the sums secured by the trust deed, the trust deed shall be deemed to be in full force and effect, and the entire amount due at the time of the cure other than such portion as would have been paid by the beneficiary, shall be deemed to be paid, and no default occurred. Any other default or defaults shall be deemed to be cured by tendering the payment to curing the default or obligation or trust deed. In any case shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, and expenses actually incurred in enforcing the obligation of the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided for in the deed.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one lot or in separate parcels and shall sell the parcels in the order of the bids received at the auction to the highest bidder for cash, payment as required by law conveying said property to the purchaser without any covenant or warranty, express or implied, and the recitals in the deed of any matters of title, including the trustee, but including the truthfulness thereof. Any purchase at the sale shall be provided herein, trustee

**15.** When trustee se sale to payment of (1) the expenses of sale, in-  
cluding the compensation of the trustee and a reasonable charge for his services,  
including (2) to the obligation secured by the trust or of the trustee in the trust  
having recorded liens subsequent to the appointment of the trustee and (4) the  
dred as their interests may appear to the trustee in interest entitled to such  
surplus, if any, to the grantor or to his successor in interest entitled to such

16. Beneficiary 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, the said beneficiary shall execute a deed of conveyance to the successor trustee, the latter to take effect with all title, powers and duties conferred upon the said trustee herein named or appointed hereunder, to be executed by beneficiary, and substitution shall be made by written records of the county or counties in which the premises are situated, shall be conclusive proof of proper appointment of the said successor trustee. When this deed, duly executed and

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 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 trustees 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 escrow agent licensed 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

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.

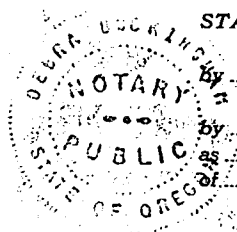
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or 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.

*Steven A. Miller*  
STEVEN A. MILLER

*Loretta M. Miller*  
LORETTA M. MILLER



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 11, 1991,

STEVEN A. MILLER AND LORETTA M. MILLER

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

*Debra B. Bigham*  
My commission expires 12-19-92

Notary Public for Oregon  
12-19-92

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_\_\_

Beneficiary

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.

### TRUST DEED

(FORM No. 881)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

KCTC CE # 4886

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 12th day of June, 1991 at 10:23 o'clock A.M., and recorded in book/reel/volume No. M91 on page 11043 or as fee/file/instrument/microfilm/reception No. 30473 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By Debra B. Bigham Deputy

Fee \$13.00