

42217

TRUST DEED

March

1992, between

2217
THIS TRUST DEED, made this
GLENN A MILLER

as Grantor, KLAMATH COUNTY TITLE COMPANY
K. MARK JUNGNI TSCH

as Beneficiary,

WITNESSETH:

as Beneficiary,
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property
in Klamath County, Oregon, described as:
Boney Tracts, according

Lot 12 in Block 1 of Tract 1255, Ramey Tracts, 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.

AND THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of ONE HUNDRED AND SIX HUNDRED SIXTY FIVE DOLLARS AND NO/100***** Dollars, with interest thereon according to the terms of a promissory note executed by the grantor, the final payment of principal and interest hereof, and the payment of said no

together with all and singular the tenements, hereditaments and appurtenances now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached thereto, unto the said beneficiary, his heirs and assigns forever, together with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of sum of TWELVE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND NO/100***** (\$12,665.00) 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, if due and payable on or before March 15, 2004

The debt secured by this instrument is the date, stated above, on which the final installment of said note is due and payable, and the maturity dates expressed therein, and no part of the principal or interest thereon shall be deemed paid until the entire amount of principal and interest thereon has been paid in full.

note of even date herewith, payable to _____
not sooner paid, to be due and payable _____
The date of maturity of the debt _____
In the event _____

[illegible][illegible]

2. To complete or restore promptly and in a proper manner any building or improvement due all costs incurred therefor.

[illegible][illegible][illegible][illegible][illegible]

decree of the shall adjudge
pellate court
ney's fees on such appeal.

[illegible]

(A) consent to the making of any map or plat of said property;

granting any emsement 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 "person or persons" or "grantee in and unto hereto," and the recitals therein of any matters or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to any security point by a court, after payment without regard upon and take possession of said property or any part thereof, its own past due and unpaid, and apply the same to the issues and profits, including those of operation and collection, and in such order as beneficiary's fees upon any indebtedness secured hereby, and in such order as beneficiary's fees upon determine.

[illegible][illegible][illegible][illegible]

13. The proceeds of the trustee and the trust deed, in and to all persons, shall apply compensation of the interest of their priority and the attorney, having recorded their interests may appear in the order of interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary named herein or to any successor trustee appointed hereunder shall have the right to appoint a successor trustee appointed hereunder and to any successor trustee appointed hereunder and to any successor trustee appointed hereunder and to any successor trustee appointed hereunder.

all be taken
shall be the
any payable
required un-
arily paid
the said
McNelly's fees,
ered by bene-
indebtedness
such com-
com-
deed as their
surplus,
surplus,
16. Beneficiary may from time to time appoint a trustee or successor
any trustee named herein and without conveyance to any parties conferred
upon such appointment and with all title, powers and authorities of the
under the latter shall be named or appointed instrument, and such beneficiary,
trustee or any trustee shall be made a party and recorded in the county or counties in
and substitution shall be made a party and recorded in the county or counties in
which the property is situated, shall be conclusive proof of proper appointment
of the successor trustee.
17. Trust is made a public record as provided by law. Trustee is not
liable hereto of personal sale under any deed of the grantor, beneficiary or trustee
which grantor, beneficiary or trustee may execute by trustee.

[illegible][illegible]

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.

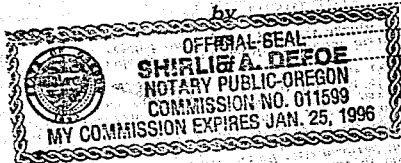
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* 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.

Glenna Miller
GLENNA MILLER

STATE OF OREGON, County of DESCHUTES ss. 1992,
This instrument was acknowledged before me on MARCH 11, 1992,
by Glenna Miller

This instrument was acknowledged before me on _____, 19____,
by _____



Shirlie DeFoe
Notary Public for Oregon
My commission expires 1-25-96

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 _____, 19____.

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-COLLECTION DEPARTMENT

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 16th day of March, 1992, at 9:26 o'clock A.M., and recorded in book/reel/volume No. M92 on page 5345 or as fee/file/instrument/microfilm/reception No. 42217. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Caroline Miller Deputy

Fee \$15.00