60063

TRUST DEED

Volm 93 Paga 8148 .00

THIS TRUST DEED, made thisday of The Clifton H. McMillan, III Trust u/d/a 20 December, 1991 and	. 19.93 between
The Clifton H. McMillan, III Trust u/d/a 20 December, 1991 and	
the Patsy H. McMillan Trust u/d/a 20 December, 1991	
as Grantor, William M. Ganong	as Trustee, and
H. Geraldine Farley Trust u/d/a September 24, 1985	
경우, 불리통하는 여전 경우 가는 가득 환경 하였다. 그리 등 이 문에 살아왔다는 이 모르는 그리는 그리는 그리는 이 그 모든	经保险证券 医二氏管小囊丛畸胎

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property inKlamath County, Oregon, described as:

> Lot 1 and the Northwesterly 18 feet of Lot 2, Block 13, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon;

Code 1 Map 3809-28BB-TL8800

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 One Hundred Five Thousand (\$105,000.00)

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, if

not sooner paid, to be due and payable. (See Addendum)

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 soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

sold, conveyed, assigned or alienated by the grantor without litst then, at the beneficiary's option, all obligation secured by this instriction, all become immediately due and payable.

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

1. Protect, preserve and chaintain said property in good condition and repair to protect, preserve and chaintain said property in good condition and repair of complete or restore promptly and 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 altecting said property; if the beneficiary so requests, to join in escetting such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay to the Uniform Commercial Code as the beneficiary may require and to pay to the uniform commercial form of the continuously maintain insurance on the buildings now or herealter erected on the said premises against loss or damage by fire and such other hazards as the penciliary, may kopt time to time require, in an amount not less than \$1.74.11. IISULADIC. VAIUE., written in companies acceptable to the beneficiary with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured it the grantor shall the henceticary at least litten days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may recour the same at grantor's expense. The amount collected under any lire or other insurance policy may be applied by beneficiary on any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or received where the same at grantor's expense. The amount collected under any lire or other insurance policy may be appl

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, it 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 fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both 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 written request of beneficiary, apprent 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 allecting this deed or the lien or charge thereof; (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 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, heneliciary 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 retrisissues and expenses of operation and collection, including trasonable attorney's fees upon any indebtedness secured hereby, and in such order as baneficiary 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 insurance policies or-compensation or awards for any taking or damage of the property, and the application or release thereof as daresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done

property, and the application or release thereol as alaresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by granter 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 secured hereby immediately due and payable. In such a vent the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed advertisement and sale, or may direct the truste to foreclose this trust deed latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described paymenter the time and place of sale, give notice thereby whereupon the trustee shall it the time and place of sale, give notice thereof as then required by law and proceed to loreclose this trust deed in the manner provided in ORS 56.735 to 36.795.

proceed to toteclose this trust deed in the manner provided in ORS 86.735 to 86.795. [3]. After the trustee has commenced foreclinate by advertisement and sale, and at any time prior to 5 days before the date the trustee conduct the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consist of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occupred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default of defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

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 property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payeble 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 truthfulness thereof. Any person, excluding the trustee, but including the granter 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 expenses of sale, including the compensation of the trustee and a reasonable charge by trustee 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 facel deed as their interests may appear in the order of their pexitis and (4) the surplus, if any, to the granter may know time to ture aponing a successor or interest entitled to such

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

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereinder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties contented upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortkage records of the county or countries 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 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 savings and loan association authorized to do business under the lows 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 incensed under ORS 658.505 to 678.585.

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 terms and provisions of the Addendum attached hereto are
incorporated herein by this reference.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily, or, grantor, s, personal, family or household purposes (see Important Notice below).
(b) You an organization of the bound of the loan represented by the above described note and this trust deed are:
(b) You an organization of the bound of the loan represented by the above described note and this trust deed are:

This deed applies to, inures to the benefit of and personal representatives, successors and assigns. The terr secured hereby, whether or not named as a beneficiary he gender includes the feminine and the neuter, and the sing	m beneticiary shall mean the nerein. In construing this dee	ed and whenever the context so requires, the masculing
IN WITNESS WHEREOF, said granto		
* IMPORTANT NOTICE: Dolete, by lining out, whichever warran not applicable; if warranty (a) is applicable and the benefician as such word is defined in the Truth-in-Lending Act and Reguenteficiary MUST comply with the Act and Regulation by multisclosures; for this purpose use Stevens-Ness Form No. 1319, for compliance with the Act is not required, disregard this notice.	nty (a) or (b) is By ry is a creditor gulation Z, the aking required or equivalent.	Trustee Man Trustee MCMILLAN TRUST Trustee MCMILLAN TRUST Trustee
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	By C	William rustee
STATE OF OREGON,	STATE OF OREGO	
County of Klamath ss.	County of	
This instrument was acknowledged before me o	□ (1) (1) (1) (1) (1) (1) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	acknowledged before me on
April 19 ,19 93, _{by} Clifton H. McMillan, III and Patsy H.	19by	
McMillan, Trustees	of	
91		
Motary Public for progo	n Notary Public for Ore	
(SEAL)	보고 [] 사는 사람들이 등 생활하는데	(SEA
2750 OFFICIAL SEAL	l. My commission expir	주는 도망하다는 사람들이 되는 것이 되는 것이 없는 사람들이 되었다.
The undersigned is the legal owner and holder of rust deed have been fully paid and satisfied. You herel aid trust deed or pursuant to statute, to cancel all everewith together with said trust deed) and to reconvey,	by are directed, on payment idences of indebtedness sec without warranty, to the p	the foregoing trust deed. All sums secured by sa to you of any sums owing to you under the terms ured by said trust deed (which are delivered to you parties designated by the terms of said trust deed to
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This Addendum is made to that Trust Deed dated April 19, 1993, made by the Clifton H. McMillan, III Trust and the Patsy H. McMillan Trust, as Grantor, to William M. Ganong, as Trustee, and the H. Geraldine Farley Trust, as beneficiary.

Notwithstanding the terms of said Trust Deed, the Grantor and the Beneficiary agree as follows:

- A. H. Geraldine Farley and Thomas F. Farley ("The Farleys) may continue in possession of the real property described on the Trust Deed, rent free until they are able to relocate to Portland, Oregon, which the parties expect to occur on or about July 1, 1993.
- B. For so long as the Farleys remain in possession of the property, they shall perform the duties required of the Grantor by paragraphs 1, 2, 3, 4 and 5, of the Trust Deed.
- C. The unpaid balance of the Promissory Note shall be due and payable 15 years after the Farleys vacate the subject property.

STATE OF OREGON: COUNTY OF	KLAMATH: SS.			rh dav
함 활성 역복에 활 시간 등 전상이 연결되었다. 하는	i je se prosenje po je traji se koji kilo izvija i 🛶	m. M. Ganong	the20	<u></u> ,
Filed for record at request of	93 at 9:48	o'clock AM., and du	ly recorded in voi.	
of April A.D., I	Mortgages	on Page 814	County Clerk	
		Evelyn Biehn By Daule	10 Muiles	die
FEE \$20.00		By <u>27 742222</u>		
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