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1453-2023

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THIS TRUST DEED made this 20 day of  
MAY, 1951, by MITCHELL MILLER and FRENETHA MILLER,

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ASPERITY TIME AND FASHION INC  
as Trustee, and  
as Debtor-in-Possession

Grantor irrevocably grants, conveys, sells and conveys to trustee in trust, with power of sale, the property in  
CLAMATH RIVER COURTESY CORPORATION, herein referred to as "Trustee".

LOT 10, BLOCK 24, TRACT NO. 11025, ORIGINALLY IN THE COUNTY OF Klamath,  
STATE OF OREGON, CODE 7-18, MAP 11, SECTION 23-06.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise relating or thererel appertaining, and the royalties and profits thereof and all the fixtures or furniture attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement or covenant herein contained and payment of the sum  
of \$10,000.00 (Ninety thousand dollars).

Sum of One Thousand Dollars, with interest thereon according to the terms of a promissory note of even date heretofore payable at deposition or before and made by Grantor, the final payment of principal and interest heretofore, if not sooner paid, to be due and payable.

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

To protect, preserve and maintain the property in good condition, and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property; and, if required, to complete or restore promptly, and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred thereon.

*3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the 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 filing same in the proper public office or offices, as well as the cost of all such searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.*

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property 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 \$\_\_\_\_\_, 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; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any life or other insurance policy may be applied by beneficiary upon 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 release shall not cure or waive any default or notice of default hereinunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary, should the grantor fail to make payment of any taxes, assessments, insurance premiums, license or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the fixtures, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all monies secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 may file actions or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidences of title 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 fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, 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.

In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right to select to require that all or any portion of the amounts payable as compensation for such taking.

**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 laws of Oregon or the United States, a life insurance company authorized to insure life or real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an execu-

STATE OF OREGON

**TRUST DEED**

TO THE TRUSTEES OF THE **TRUST** WHICH IS  
THE **TRUST** OF **WILLIAM H. BROWN**,  
**DECEASED**, OF **NEW YORK**,  
IN THE **STATE** OF **NEW YORK**.

COUNTY OF **ONEIDA**,  
Dated the **1st** day of **July**, **1911**.

~~McCallister Odds  
620 Myrtle St  
Galt, Calif.~~ 19

Mitchell Irene Miller

3055 Madison St.  
Klamath Falls, Oregon  
GRANT  
Record of \_\_\_\_\_ of said County  
Witness my hand and seal of

**After recording return to Jones, Andrew J.**

which, are in excess of the amounts required to pay all reasonable attorney's fees and attorney's fees necessarily paid or incurred by a creditor in such proceeding, shall be paid to beneficiary and applied by him upon any reasonable costs and expenses and attorney's fees, but in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon amounts necessary secured hereby; and grantor, present all its expense, to take such action as may prosecute such judgments as shall be necessary to obtain and collect such compensation, promptly upon beneficiary's request.

— At any time and from time to time upon written demand of the beneficiary, payment of the face and presentation of this deed and the note, for full reconveyance 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 plan of the property; (b) join in granting my easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the lots or charge thereto; (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 records herein of any transfer, cancellation or reconveyance 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 \$2.

less for any of the services mentioned in this paragraph shall be liable to pay to the grantor or his heirs, executors, administrators, successors, assigns, or personal representatives, or to any person entitled to receive payment under this paragraph, the amount of any sum so paid by him, and interest thereon at the rate of six percent per annum, from the date of payment until paid.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for 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 heretofore or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's 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 an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose in such trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the trustee may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed

is secured hereby whereupon the trustee shall fix the time and place where notice of intent to foreclose this note is to be given.

trust or defaults, the person effecting the sale shall pay to the beneficiary all costs and expenses actually incurred in connection with the liquidation of the trust fund together with trustee'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 the sale may be postponed as provided by law. The trustee may sell the property 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 his 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 transfer shall not be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the creator and beneficiary, may purchase all the sale.

15. The trustee shall credit the proceeds of sale to payment of (1) the ex-

Administrator and beneficiaries may purchase at the sale.

15. **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, and without conveyance to the successor trustees, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by **Beneficiary**, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall constitute a proper appointment of the successor trustee.

17. Trustee accepts this trust, which is duly executed and acknowledged, as made a public record as provided by law. Trustee is not obligated to notify any party hereto or to make sale under another deed of trust or of any action or proceeding in which grantor

~~is not obligated to notify any beneficiary of any action taken by the trustee or  
beneficiary or trustee shall be a party unless such action is brought by trustee.~~

This document warrants that the proceeds of the loan represented by this note will be used for (a) primarily for [ ] personal, family or household purposes (see Important Notice below), (b) for incorporation, or (c) for incorporation, or (d) for business or commercial purposes.

This deed applies to Grantee for the benefit of and binds all parties hereof; their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the continuing secured hereby, whether or not named as a beneficiary herein, and the term "beneficiary" shall also include any person or persons in whom the title to the property may be held in trust or otherwise, and that generally all grammatical changes shall be made to make the provisions hereof equally applicable to corporations and to individuals.

WITNESSETH WHEREUPON the grantor has executed this instrument the day and year first above written.

**IMPORTANT NOTICE:** Details by filing, only whenever required (d) or (e) of the  
Truth-in-Lending Act, if applicable; if written, (a) is applicable, and the beneficiary is a creditor,  
such word is defined in the Truth-in-Lending Act and Regulation Z; the  
beneficiary MUST comply with the Act and Regulation by making timely  
disclosure of this information. Statement No. 1337-000-0000-0000

(Complaint which Act is not required, disregard this notice.)  
LAW COURT OF THE STATE OF OREGON, COUNTY OF Klamath, ) ss.  
March 24, 1911.

This instrument was checked before return to the U.S.A. by the U.S. Army Electronics Division at Fort Monmouth, N.J., on Dec. 15, 1944.

This instrument was checked and balanced on \_\_\_\_\_ by \_\_\_\_\_

An official seal or stamp, likely belonging to the Donegal Burke family, featuring a circular design with text and possibly a crest or emblem.

A photograph of a notary stamp. The stamp features a circular design with the text "NOTARY PUBLIC OREGON" at the top and "COMMISSION NO. 008584" in the center. Below this, it says "NOTARIAL ACTS EXPIRE JULY 30, 1995". A signature "Diane Burns" is written across the top of the stamp.

10. The following table shows the number of hours worked by each employee.

STATE OF OREGON COUNTY OF KLAMATH

Published for record at request of [REDACTED] on [REDACTED] at the [REDACTED]

March 10 A.D. 1944 11:25 P.M. and daily recorded in Vol. 1944  
Mort Leaves on Pg. 8882  
C. C. Clark

FEE \$15.00 John County Clerk Milwaukee

10. The following table shows the number of hours worked by each employee in a company.

Digitized by srujanika@gmail.com