NC .	TRUST DELL (As s		7716	THE REAL PROPERTY AND A RE	53 MY PUBLISHING CO. PORTLAND O
95.129	5 27 PIV		IT DEED	Volm95	Page 424
THIS TRUST DEED,	made this .	l6th a	ay of Feb		
KHN C. MILLARD AND S	USAN F M	LLARD, HUE	AND AND WIF		
KIAMATH COUNTY TITLE	COMPAN			••••	, as Trustee,
SHIELD CREST, INC., A	N ORECON	ORP)RATIO			, as riusiee,
		WIT /N	SSETH:		, as Benefici
Grantor revocably gr KLAMATH	ants, bargain	, sells and or t	veys to trustee	in rust, with power	of sale, the propert
	Councy, Ch	agon, describa	' as:		
int in LEWIS TRACTS.	accortin, of Klaiat;	to the off County, (r	icial plat t ≩gon.	hereof on file	in the office
nigethers thails is simplifier the n or hereafter spipers ning and the i the soperin			d an interes now	or hereafter attached to	or used in connection v
FOR THE MIRPOSE OF S M FOUR DEEN IT HOUSAND AN			~~~~~	of grantor herein contain *** *****	ed and payment of the s
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and somer para to a nue and para	0/e		10 90		
The date of instructional the becomes due and parable. Should the entroise all for any early of granter beneficially exprised to the antipavable is non-immediately. The antipavable issignment.	s infores in i secured is to The executic	without first of t s instrument, of bs grantor of or	ining the written	con ent or approval of i	(or any part) of the p he beneficiary, then, at
To protect the security of this 1. To protect preserve and in primement the eon cost to commute	maintain / m. r/	mare in ease	dition and consi		
1 To complete or centure pro	math ent on t	and any habital	· · · · ·	ner to remove or den Odial en !	not sh any building or i
T comply with all away	rdinances (ed)	diam.	lerent.		
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writes in smpanies acceptable to	the beneticiar	with loss name		ire, in an amount not les	s 'han \$14,000.00
it east fifteen days prior to the exp	utation o any	alian turner	care any such man	uran a and to deliver the	policies to the beneficia
an in lebte friess secured hereinv and	in such ciles	bene lininger and	de or orner nsur	anc policy may be app	olied by beneficiary up
- under in audate is y activitie put S. T. keep tie property free	suant to th	stice	sieuse sitan not ct.	ire (i waive any default	or notice of delault her
5 T. keep the property free manages filter or against the propert principly deliver recepts therefor to	v before inv	on dens and to ort of such taxes	ay al taxes, asse. assessments and	ssments and other charg othe charges become pa	es that may be levied st due or delinguent a
Dera ithe charge payable by gra	ntor eithe by	firect payment a	by providing ben	one of any faces, assessme officiary with funds with	ents, insurance premiun which to make such pa
secure hereby tage her with the ob- the elt sec red by his trust deerd a	ligations liser	ed ir paragrap	6 and 7 of this tr	ust leed, shall be added	nte set forth in the no -ti-and become a part
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and he non-asiment thereou shall, at able at four stitute a treach or this t	the optical of a	te bereficiary, e	der all sums secu	red by this trust deed in	l payable without notic nmediately due and pa
 To pay all issts, frees and + trustive incurred in connection with a 	xpenses of thus	rust neluding h his obligation er	• cost of title sear I trustee's and att	ch is well as the other of	costs and expenses of th
and in invisuit, action or proceeding	in which he	eeding purport t	to affect the sec	curity rights or powers a	of beneficiary or trustee
mertired in this paralianh " n all.	cases shall be :	and by aby and	ciary's or inster	s a forney s fees, the a	mount of attornev's fee
the mail cour grantic further agrees formers fees on such a peal This mutually agreed that	ropan, sn.(h.sa	i as the expellen	court shall adjud	ge t asonable as the ben	eficiary's or trustee's a
I'is nutually spred that I'is in the event that sus ported lister hall have the light if it so e	on or all the	property shall o ∙tha: all or ar :	taken under the	right of eminent domain	or condemnation, bene
NOTE The Trust Deed A:1 provides that the	trustee hers inder	Thust he either an a	groev who is an activ	oniel payable as compe	nsation for such taking
or saving i and loan association authorized to property if this state, its subsidiaries, affiliates "WARNING: 12 USC 1777-3 regulates and "The pealister suggests that such an agree	agents or i ranch may prohibili exist ement address the	is the United States isse of this option issue of obtaining	ir any agency thereof.	a title insurance company au of ar escrow agent licensed u	
TRUST DEED				STATE OF OREGO	
				County of	> ss
JOHN J. MILLAFI SUSAN R. MILLAFD				Reertify the	at the within instru-
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Banefin jerv		-		Record of	of said County.
After Beauty ing Banara in (Na no Address, Elg.):				Witness my County affixed.	hand and seal of
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CLAMATH COUNTY TITLE CO.					\sim
CLAMATH COUNTY TILE CO. 127. MAIN STREET CLAMATH FALLS OF 97601				NAME	Тітіе

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 $-\widehat{\mathbf{A}}$ -1246 which are in ex was of the amount required to, ay all reasonable costs, expenses and atrorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficially and applied 1; it first upon any reasonable costs and expenses and atrorney's fees, both in the trial and uppellate courts, necessarily paid or incurred by x neficiary in such proceedings, and the balance applied upon the indebted in such accured hereby; and grantor agrees, at i own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, prompt upor beneficiary's rig test. In the man are superiale source, necessaris part or incurred by still ness secured hereby, and grantor agrees, at is own expense, its 9. At an sime and from time to sime is on written regins 14. note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of full score symmes, for car can the note for enco sement (in case of the property. The is on were without warrancy, all or any parts of the property. The is a flar any of the services mentioned in this i uragraph shall be 11. Upon us default by grantor hereon it, be esticiary is a 12. Sin he septimed it is any part the eot in its own names the sing impaid ind apply the same, less cost and septenses of an 13. The entering it in and faking prises in of the properts 14. The entering it in and faking prises in of the propert 15. Dond shull be cannon awards for any ut and for parts is 16. Dond shull be cannon awards for any it and for parts is 17. The entering it is an event the beside symme select to 18. The entering it is theed by advirtishent ind sale. Co 19. The second with respect to such his in all for parts is 19. The second with respect to such his in all or parts is 19. The second with the event the beside symme select to 19. The entry is the developent to a such the second awards 19. The entry is the developent to an (RS 86.) 19. The endury which the beneficiary is virtual the able of in 19. The second hereby whereupon the trusters that in the source of in (RS 86.) 11. After the truste has commence for down by advirtished is the struct 11. The entry is a sale, the grantor or over of enclose by advirtis 19. The default the perion effecting the cus shall eneficiary, payment of its lees and presentation of this deed and llation), without affecting the liability of any person for the payment of map or plat of the property; (b) join in granting any easement or creat-her agreement affecting this deed or the hen or charge thereof; (d) grantee in any reconvyance may be described as the "person or persons or facts shall be concusive proof of the truthfulness thereof. Trustee's not less than \$5. not less than 35. y at any time without notice, either in person, by agent or by a receiver f any securit. for the indebtedness hereby securid, enter upon and take ue or otherwise collect the rents, issues and profits, including those past operation and collection, including reasonable attorney's fees upon any determine determine , the collection of such rents, issues and profits, or the proceeds of fire The conjection of such rems, issues and proms, or the proceeds of the king or damage of the property, and the application or release thereof as hereunder or invalidate any act done pursuant to such notice. hereunder of invalidate any act done pursuant to such notice. ured hereby or in grantor's performance of any agreement hereunder, time ance the beneficiary may declare all sums socured hereby immediately occeed to forclose this trust deed in equity as a mortgage of direct the may direct the trustes to pursue any other right or remedy, either at the beneficiary elects to foreclose by advertisement and sale, the hene-in noise of d-fault and election to sell the property to satisfy the obliga-blace of sale, give no ice thereof as then required by law and proceed to 86 795. to 86 795, isement and sale, and at any time prior to `days before the date the ileged by OFS 86.75. may cure the default or defaults. If the default deed, the default may be cured by paying the entire amount due at the e had no default occurred. Any other default that is capable of being the obligation or trust deed. In any case in addition to curing the de-e beneficiary all costs and expenses actually incurred in enforcing eys free not exceeding the amounts provided by law. If the property either in one parcei or in separate parcels and shall sell vable at the time of sule. Trustee shall deliver to the purchaser its deed thout any covenant of warranty, express or implied. The recitals in the buildings thereof. Any person, excluding the trustee, but including the the parcel or parcels at auction to the highest is or orm as required by an conveying the prop-see for any marters of fact shall be conclusive dder for cash. woold, but prim of the t ariston and beneficians, may purchase at the sa 15. When its steel we spursuant to the po-15. When its steel we spursuant to the poers rewided bet in, trustee shall apply the proceeds of sale to payment of (1) the ex- + trustee and * -sample charge by trustee's attorney, (2) to the obligation secured by liens subseque t to the interest of the trustee in the trust deed as their interests surplus, if any to the grantor or to an esuccessor in interest entitled to such surplus. some successor is successor to any successor to any successor trustee of w thout con evance to the successor trustee, the latter shall be vested with all title, 'ein usined or to interest hereunder. Each such appointment and substitution shall be try, which, when recorded in the mortginge records of the county or counties in which the proper appoint y wt of the successor trustee. 15 When this there will pursuant to the per-15 When this there will be pursuant to the per-terses it sale in a using the compensation of the trust deed (), to all persons having relation able and the persons having relation to the one of their providy and (1) the 16 Benetic all marks from time to the all 10 Benetic all marks from time to the all 10 Benetic all marks for any from time to 10 Benetic all marks for any from the for-owle be written instrument executed by benefic 10 on ere and duties conferred upon any trust we 11 Trustee all performs this trust when this con-11 Trustee all performs the party where of per-binsticary of the se shall be a party unless su The grantor overants and agrees to and w-wits d in fee simple of the real property and has proper appoint and of the successor it is see. d, du v execut x and acknowledged, is made a public record as provided by law. Trustee iding sale unde inv other deed of trus or of any action or proceeding in which grantor, ading sale under on volner deen of this of of any action of processing and the brought by trustee. Action or processing is brought by trustee. In the beneficial and the beneficiary's successor in interest that the grantor is lawfully inst that the grantor will warrant and forevelue of the same agin ist all persons whomistever. The grantor a arrants that the proceeds on the liven represented by the above described note and this trust deed are (a * primally for grantor is personal family or household ourposes (see Important Notice below), (b) for an organisation, or (even if yranter is a natural prion) are for business or commercial purposes This deed orphies to impresent to the benefit of and binds all jarties hereto, their heirs, legarees, devisees, administrators, executors, issue of hereby, whether or not named as a hine or iary herein. in term benefic to strain mount income inclusion may each be more than one person; that iarv berein, d this the grast to trustee and for benchiciary may each be more than one person; that en to mean an include the plural and that generally all grammatical changes shall be thereof apply socially to corporations ind to individuals thereof apply social this instrument the day and very first above written. In onstruing this trust development as a sine In onstruing this trust development is users of the context so requires the singular shall we to multi assumed and implied to make the provisio IN WITNESS WHEREOF, the g ntor has exeluted this instrument the day and year first above written JOHN (A MIL ARD SUSAN R. MI LARD • INFORTANT NOTICE Delete, by lining out, while we carranty (a) or (b. s not explicable; if writeanty (a) is applicable and the bit efficiency is a credity as such word as defined in the Truth-in-Lending. Act is d Regulation Z, it is beneficiary MUST couply with the Act and Registics' by making requiration Z, to beneficiary MUST couply with the Act and Registics' by making requiration disclosures, for this surpose use Stevens-Ness Form No. 1310 or equivaline if coupliance with the Act is not required, disregs diffs notice STATE OF OPEGON County of Klamath) ss This in rul and as ackn i ledged before me (n February 21 JOHN C. M. LAR) and SJSAN R. MILLAR) 19.95 This instruction was acknew ledged before me cn ... 19 bv88 ϵt and the second second OFFICE SEA. GENINE JOHNE IN Notary Public for Oregon HOTARY PUBLIC - CHED) 4 COMMISSION NO. 113711 TO MAISSION NO. 113711 September 28, 1996 My commission expires (996 STATE OF OREGON COUNTY OF KLANATE 5.5 Filed for record at request of _ A.D., 19 95 t_3:27 o'clock P M. and duly recorded in Vol 24th dav of <u>Feb</u> M95 of ______]| prtgages _____ Bernetha G. Letsch, County Clerk FEE By Day line Mullendore \$15.00

17