6006 Vol M81 Page 關制 相控制 TRUST DEED as grantor, William Sisemore, as trustee, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the The grantor irrevocably grants, bargains, sells and conveys to the trustee. in trust, with power of sale, the property in United States, as beneficiary; Lot 2 in Block 2 of Tract No. 1067, THE HIGHLANDS, Klamath County, Klamath . County, Oregon, described as: Oregon. 20 Grantor's performance under this trust deed and the note it secures may not be assigned to urantor's performance under this trust deed and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the Hail 000 or be assumed by another party. In the event of an attempted at entire unpaid balance shall become immediately due and payable. which said described real property is not currently used for agricultural, timber or grazing purposes, the same used were rear property is not currently used for agricultural, intrust of graving purposes, together with all and singular the appurenances, tenements hered tamp ts, reats, issues profits water rights, easements or privileges now or been fire balancies to derived from or in any te americanism to the above described premises and all numbing lighting beating vents together with all and singular the appurtenances, tenaments hered tama ts, rects, issues arothis water rights, easements or privileges now or hereafter balonging to, derived from or in anywise appertaining to the above described premises and all plumbing, lighting, heating, venti-lating, air-conditioning, refrigerating, wetering and irrigation appiratus equipment and futures, rogether with ell awnings, venetian blinds, floar coviring in place such as walk to all carbeting and inclument shedes and builtin appliances now or hereafter installed in or used in connection latir3, air-conditioning refrigarating, waterir3 and intrgation app rates equipment and fatures, together with all awnings, venetian blinds, floor counting in place such as waln't wall canceterg and noleum, shi des and by the grants has a may hNIHE' PHOIDS afted the EVERSHIM AFTER with the above described premises or using a line as therein which the grants has a may hNIHE' PHOIDS afted the AVERSHIM PARAMETER performance of each a grear unit is the grant of a stand to the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear unit is the grant of the performance of each a grear of the grant of the performance of each a grear of mode by the grant of the performance of each a grear of mode by the grant of the performance of each a grear of mode by the grant of the performance of each a grear of mode by the grant of the performance of each of the performance of each a grear of mode by the grant of the additional money. Untant and there resulting the performance of the performance of the performance of the performance of each of the performance of each of the performance of each of the performance of the of idefault, any I dance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other here due, the granutor shall pay the deficit demand, the beneficiary emails at the net due, the granutor shall pay at the deficit to the undicative temand, al. if not paid within ten days after such demand, the beneficiary obligation of und the amount of such deficit to the principal of the obligation of undicative tents. This trust deed shall further secure the payment of such additional mon y, if any, as may be loaned hereafter by the headficiary to the grantor of others be evidened by naving an interest in the birdheads secured by this trust deed is evideneed by note or note note, if the industries secured readit payments received by it more than one note, that of any payment on one note and part of another, any of said notes or part. bligation course hereby. Should the granter fail to Leep any of the foregoing covenants, then t encicitary may at its option carry out the same, and all its expenditures the or shall be repayable or shall be not encipated and the same of the struct deci-ne grant r on demand and shall have the right in its discretion to compl his connections made on sail premises and also to make such repairs to s have find the sole discretion it may deem necessary or advisable. by It Une constitution may energy and with the trustee and the mending on the sensitive on the sensitive on the sensitive of the sensitive of the sensitive sensit property as in its sole diarretion it may deem necrosary or advisable. The krantor further agrees to comply with all have, ordinances, regulations, orgenant, conditions and restrictions affecting said property; to grav all costs, fres and, rights and account including the sole property; to grave all costs, or the other costs, and expenses of trusters and transfer in concretion with or in enforts and expenses of trusters and transfer in concreting the security in enforts is and effect and trusters and transfer and to pay all on appear in and defined any were of the beneficiary or trusters and to pay all outly here's expenses, including to evidence of tille action or preceding in cases and is some to be fixed on the orgin and in any such action or preceding in which 'he beneficiary or trustee may appear and the actual brought by the ficiary to foreclose this deed, and all said sums shall be accured by this trust deed. for the this The granter ovenants and agreed to pay said other charges is the data of the selection of t The beneficiary will furnish to the grantor on written request therefor an ani statement of account but shall not be obligated or required to furnish further statements of account. I is mutually agreed that 1 In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have any the right of eminent domain or condemnation, uppear in or observed any are the right of eminent domain or condemnation, uppear in or observed any are the right of eminent domain or condemnation, uppear in or observed any are the right of eminent domain or condemnation, uppear in or the money's such taking and if it so eleres to require that are in excessors more the amount pre-payiele as compensation for osis, expensioned, shall be excessor in excessors in the amount pre-or urred by the grantoron any reasonable costs and expenses and attorney's and applied by it first incurred by the beneficiary in such of the grantor agrees, and expense, to take such actions and exceed such instruments as shall to accessary in obtaining such compensation, promptly upon the beneficiary's any expension. annı any The second secon Determined in outside as the second process of the beneficiary of the provided in the second process of the second proces of the second process of the second process of the ruthing is chereoi. If usite, is ited in the set of the premiuma fazes, assessments or other charges when they shall become use and bayble. Multiply the first of the pay and and all taxes, Mysesson and other the same begin to poser interest and also to pay premiums on all insurance begins upon said property, such as the pay be mide through the tenes of the same begins to poser interest and also to pay premiums on all insurance interest and also the pay be mide through the tenes are to be allowed to be a solution berefore authorizes the beneficiary as a solution in the statements are to be write through the tenes and all taxes, assessments are shown by the statements thereof tarished insurance, predicting as submitted by the statements or the statement submitted by the reserve submitted by the statements of the statement again to the representatives and which may the travel of any pay in the other of the travel o

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1.4. 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 pol-ciets or compensation or awards for any taking or damage of the property, and the application or release thereon, as aforesaid, shall not cure or waive any de-such notice.

5. The grantor shall notify beneficiary in writing of any sale or con-tract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new ioan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hreavy or in performance of any mediately due and er, the beneficiary may declart all sums secured hreavy immediately due and end the trust evolution to sell the trust property, which notice trustee shall cause to be the beneficiary shall decould be trustee this trust deed and all promised with the trustee this trust deed and all promised with the trustee the strust decident and all promised with the trustee this trust deed and all promiseory notes and documents evidencing expenditures secured hereby whereupon the required by law.

required by law. 7. After default and any time prior to five days before the date set by the Trustee for the Trustees sale, the urantor or other persons of privileged may pay the entire amounthera due univer this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation matter's and attorney's fees not exceeding **XONX NEW** other than such anor trustee's and attorney's fees not exceeding **XONX NEW** other than such and the principal as would be different to the terms of the obligation of the principal as would not exceeding **XONX NEW** other than such and the principal as would be the different that and the prior of the principal as would be the contrast of such time as may then be required to all of the recordation of sale notice of default and giving of different as a whole or in separate parcels, and in such orders as the may de-termine, at public auction to the highest bidder for cash, in lawful as he may de-termine, at public auction to the highest bidder for cash, in lawful as he may de-termine, and property by public announcement at such time and place of all and from time to time thereafter may posipone the sale by public an-

nouncement at the time fixed by the preceding postponement. The trustes shall deliver to the purchaser his deed in form as required by law, conveying the pro-perty so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (?) To all persons having recorded liens subsequent to the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

deed or to mis successor in interest entitled to such surplus. 10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successora to any trustee named herein, or to any successor trustee appointed hereunder. Upon such problement and without con-verance to the successor trustee, the latter shall appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the conuty clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknow-ledged is made a public record, as provided by law. The 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 the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This dred applies to, incress to the benefit of, and binds all parties assigns. The trustee, their heirs, legatees devisees, administrators, executors, successors and pledgee, of the note secured hereby, whether no not named as a beneficiary culine gender includes the feminine and /or neutral security culine gender includes the feminine and/or neuter, and the singular number in Lives of the form.

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

STATE OF OREGON

(SEAL)

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County of Klamath 1355

Carol a. Garbroug Carol A. Yarbrough (SEAL) THIS IS TO CERTIFY that on this 2nd day of April 19.86 , before me, the undersigned, a

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Notary Public in and for said county and state. personally appeared the within named John M. Yarbrough and Carol A. Yarbrough

to me personally known to be the identical individual. named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

(DON'T USE THIS

SPACE: RESERVED FOR RECORDING

LABEL IN COUN-

USED.)

Fee: \$9.00

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. ÷.1 1.44

Nother Public for Oregon Ô Juker 6-16-88 commission expires:

John M. Yarbrough

A S OF C Loan No. 39-01235

## TRUST DEED

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John M. Yarbrough Carol A. Yarbrough 1947 B 18 TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION Beneficiary After Recording Return To: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION P. O. Box 5270, KFO 97601

STATE OF OREGON SS. County of Klamath

I certify that the within instrument was received for record on the 10th day of April , 1986, at 4:02 o'clock P M., and recorded in book M86 \_\_\_\_\_\_ on page 6006 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk By PAm Amile Deputy

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Sisemore, ... ., 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

Klamath First Federal Savings & Loan Association, Beneficiary

L 11; ... DATED:

60103