The Trust Deed Act provides that the truster herew fer rust be either as attainey, who is an active member of the Oregon State Bar, a bank, trust company ings and Joan association authorized to do Exinets under the laws of Oregon or the United States, a title insurance company authorized to insure title to real y of this state, its subsidiaries, affiliates, agents or its anches, the United States or any agency theread, or an escow agent licensed under ORS 650,535 to 550,555. prot erty

It is mutually afreed that: A fin the event that any portion or all of sail property shall be taken inder the right of eminent domain or condential on, 5 netwise shall have the it due to the right of eminent domain or condential on, 5 netwise shall have the it due to the right of the right that all or any portion of the monies payable to pay all reasonable could be proved and attorney's tess networks the pay all reasonable could be proved and attorney's tess networks the pay all reasonable could be proved and attorney's tess networks the pay all reasonable could be provided attorney's tess networks the post in such proceedings, shall be puil to beneticing and both in the trial and appellate courts, necessarily pil/ or incurred By it rea-licary in such proceedings, the its own experies and attorney's to obtaining such actions we used hereby; and prantor statistical the balance applied' upon the indebtifiers and execute such instruments best, at its own experies, to take such actions be any tis the number of the taken of the solution of the solution of the measurement of the form and proventiation of this could and the number for reasonment tin case of full reconsequentiation of this could all the the for-in habity of any present or the payment of the in-befores, trustee may (a) consent to the making of any map or plat of sail property; (b) join in

It is mutually agreed that:

sold, convered, assigned or alienatic 1s the within described properties of the network of the source of the source

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note of even date nerevitin, payable to peneticiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable per terms of note, 19 The date of maturity of the ('ebt 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's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

tion with

Vol. m88 Page TRUST DEED THIS TRUST DEPD, made this 29th _____ day of _____ June JOHN T. VESTAL & HELLEN B. VESTAL, husband and wife, 19.88, between as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY LARRY L. MITCHELL, as Trustee, and as Beneficiary, Grantor irrevocably grants, burgains, sells and conveys to trustee in trust, with power of sale, the property SEE LEGAL DESCRIPTION ATTACHED HERTO AS "EXHIBIT A."

MIC-19918

surplus, if any, to the feature or to his successor in interest entitled to such surplus. 16. Benelickity may from time to time appoint a successor or success one to any trustee named herein or to an successor trustee appointed herein under. Upon such appointment, and with all title, powers and duties contexted upon any trustee herein named or appointed herein to the successor runder. Upon such appointment on the successor trustee appointed herein and substitution shall be made by writen instrument executed by beneficiary which, then recorded in the markage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. If Trustee accepts this trust when this deed, duly executed and obligated to native any stry hereto of profession by trustee is not obligated to native any party hereto of profession when deal of any define or proceeding is which granter, hered or trustee shall be a party unless such action or proceeding is brought by trustee.

Together, with trustees: and attorney's lees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and be postponed as in the notice of sale or the time to which said sale many in one postponed by law. The trustee may help pace designated in the notice of sale or the time to which said sale many in one postponed is provided by law. The trustee may help parcel or parcels at shall be held on the date and at the time and be postponed as the branches bidder for cash, payable at the parcel or parcels at shall deriver to the purchaser its deed in form as required by law conveying pried. The recitaly, but without any covenant or when the trustewer provided by the trustee may nucleus a shall derive to the branches, may purchase at the sale. The trustee is shall be the trustee with the sale. The trustee will be the trustee will also be provensed of the trustee will be the sale. The trustee will be trustee will be the trustee will be trustee will be the trustee wi

In the spin time apprection or release there is as alores and, shall not curre or wave any default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Upon default by stantor in payment of any indebtedness resurced 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 and essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such and event the beneficiary at his experiment hards struct to forcelose this trust deal in equity as a mortgage or direct in truste to forcelose this trust deal advertisement and sile, or may direct furstee to pursue any other right or remedy, either at law or in equity, which is beneficiary may have. In the event the beneficiary electron for the second second by advertisement and sale, the beneficiary of the trustee to forcelose the strust deal and thereof as then required by law and process this trust deel and the hereof as then required by law and process the strust deal on the manner provided in ORS 86.735 to 67.793.
Sale, 13 Alter the trustee has commenced forcelosue this trust conducts the strust deal, and at any time prior to 5 days before the date the trustee conducts the strust deal at any time prior to 5 days before the date the frame of any other truste edde, the default may could be pay, when due, sum second by the trust of the cure other thans cured by payment that is capable of obligation or trust deal, the default occurred, any date the strugt and being cured the date of a strugt of a second by the date at the time of the cure other thans cured by paying the obligation as would being cured may and odding cure shall pay to the beak that is capable of obligation or the these default on entry the cure shall pay to the beak that at any to the default or and thene to a strugt t

Bronting any casement or creating any restriction thereon: (c) join in any subordination or other adventure allecting this deed or the lien or charge threads: (d) reconvey, without warranty, all or any part of the neuron of the lien or charge threads: (a) reconvey and the reliast all or any rent of the neuron of person be conclusive proof of the the reliast there in any reconvey and the reliast there in any reliast of the share the reliast there in any reliast the share of the share of

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(A)

The grantor covenants and agrees to and w	with the beneficiary and those claiming under him, that he is law-
inny seized in ree simple of said testinged rear pr	roperty 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 re (a)* primarily for grantor's personal, family or house (b)XEXENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENERESENER	epu sented by the above described note and this trust deed are: chold purposes (see Important Notice below), are besond and the basiness of commercial purposes.
This deed applies to, inures to the benefit of and bi personal representatives, successors and assifus. The term b secured hereby, whether or not named as a herehiciary here gender includes the temining and the newter, and the singula	inds all parties hereto, their heirs, legatees, devisees, administrators, executors, beneficiary shall mean the holder and owner, including pledgee, of the contract ein. In construing this deed and whenever the context so requires, the masculine ar number includes the plural.
	has hereunto set his hand the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, which aver warranty (not applicable; if warranty (a) is applicable and the baneficiary is as such word is defined in the Truth-in-Lending Act and Regula beneficiary MUST comply with the Act and Regulation by makin disclosures; for this purpose use Stevens-Ness form No. 1319, or if compliance with the Act is not required, disregard this notice.	s c reditor John T. Vestal
If the signer of the above is a consoration.	Hellen B. Vestal
use the form of acknowledgement apposite.) STATE OF OREGON	
County of Klamath) ss.	STATE OF OREGON.
This instrument was acknowledged before me on	County of
б. / С. , 1900, by	19, by
John T. Vestal & Hellen B. Vestal	as
A A A A A A A A A A A A A A A A A A A	
(SEAL) (SEAL)	Notary Public for Oregon
(SEAL) 3 My commission expires: 8 -16 -8 [My commission expires; (SEAL)
	ST FOR FULL RECONVEYANCE
	nly when obligations have been paid.
70:	
trust deed have been fully paid and satisfied You hereby an said trust deed or pursuant to statute, to cuncel all eviden herewith together with said trust deed) and to reconvey, with estate now held by you under the same, Wail reconveyance	
DATED:, 19	• * *
	Beneficiary
Do not lose or destroy this Trust Deed OR THE NCITE which it secures	s. Both must be delivered to the trustee for cancellation before reconveyance will be made.
TRUST DEED	STATE OF OREGON.)
(FORM No. 881)) STEVENS-NEES LAW PUB. GO., PORTLAND, ORU	County of
	I certify that the within instrument was received for record on the
John T. & Hellen B. Vestal 1620 Madison	of, 19,
1620 Madison Klamath Falls, OR 97601	ato'clockM., and recorded
1620 Madison Klamath Falls, OR 97601 Guntor	st
1620 Madison Klamath Falls, OR 97601 Greator Larry Mitchell P. O. Box 913	at
1620 Madison Klamath Falls, OR 97601 Greator Larry Mitchell P. O. Box 913 Pleasanton, CA 94566	st
1620 Madison Klamath Falls, OR 97601 Greator Larry Mitchell P. O. Box 913	at
1620 Madison Klamath Falls, OR 97601 Greator Larry Mitchell P. O. Box 913 Pleasanton, CA 94566 Beneticiary	at
1620 Madison Klamath Falls, OR 97601 Greator Larry Mitchell P. O. Box 913 Pleasanton, CA 94566 Beneliciary AFTER RECORDING RETURN TO	at

12360

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land in TRACT 68 of FAIR ACRES SUBDIVISION NO. 1 in the SE1/4 SE1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which lies West along the South line of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, which line is also the centerline of Shasta Way, a distance of 30 feet and North 0 degrees 11' East a distance of 293.2 feet from the iron pin which marks the Southeast corner of said Section 35 and East line of said Section 35 and 30 feet Westerly therefrom a distance of 131.6 feet to an iron pin; thence West parallel to the parallel to the East line of Section 35, a distance of 170 feet; thence South pcint on the South line of Deed Volume M83 at page 8260, Microfilm line of said Section 35, a distance of 170 feet; thence South line of said Section 35, a distance of 181.6 feet to a pcint on the South line of Deed Volume M83 at page 8260, Microfilm line of said Section 35, a distance of 181.6 feet to a point of beginning.

Tax Account No.: 3809 035DD 02901

STATE OF OREGON: COUNTY OF KLAMATH: ss.

of	for record at Aug.	request of Mountain Title Cc the 2nd
FEE	\$18.00	of Nortgages or lock nad duly recorded in Vol. <u>M88</u> day Evelyn Biehn County Clark
		By Cautine Muistind and