FORM NO. COT-Oregon Inust Deed Series-IXUSI DEED.	n-7020	COPYRIGHT 1988 STEVENS.	NESS LAW PUB. CO., PORTLAND, OR. 97204
and the second	End 213 TRUST DEED		Page 19466 @
THIS TRUST DEED, made this Bennie J. Yarbro and Evel	17th	November	
(2) A set of a set		그는 것 같은 것 같은 것 같은 생활을 한 것 같이 없다.	
as Grantor,	Klamath County Tit		, as Trustee, and
Motor Investment Company as Beneficiary.	Andread and a state of the stat		
MAC 12300 201 202 2020 1 1 1 1 2 2 2 2 2 2 2 2	WITNESSETH:	and the second	al parte de la companya de la compa
Grantor irrevocably grants, bargai inKlamath	ns, sells and conveys to a , Oregon, described as:	1	ower of sale, the property
Lots 13 and 14 in Block 1 according to the official	of Hollister Additi plat thereof on fil	on to the City of	Klamath Falls, Orego

1/ 11-01

the part that he desired that is no could be that the the marked a second the particular desired as the transmission of the

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 connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Seventeen Thousand Four Hundred and no/100-

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, it not sooner paid, to be due and payable November 5 The date of maturity of the debt secured by this instrument is the date, stated above, on which the linal 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 lirst 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. herein, shall become immediately due and payable.

Klamath County, Oregon.

sold, conveyed, assigned or alienated by the grantor without first then, at the beneficiary's option, all obligations secured by this instituerin, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees:
To conclust or resonance or demolish any building or improvement thereon.
To complete or restore promptly and in good and workmanlike of the security with all may be constructed, damaged or the security and the grantor agree of the security and the security building or improvement which may be constructed, damaged or the security with all may be constructed, damaged or the security with all may be constructed, damaged or the security and in good and workmanlike of the security with all may be constructed, damaged or the security with all may be constructed. Jamaged or the security with all may be constructed to the security with all may be constructed to the security of the security and the provide and continuously maintain insurance on the buildings on the provide and continuously maintain insurance on the buildings and in anouning the security and the previously and the security.
A To 'provide and continuously maintain insurance on the buildings and such other hadards as the beneliciary may from time to time require, in an anouning the last that the beneliciary with loss payable to the latter; all policies of the adards as the beneliciary with loss payable to the latter; all policies acceptable to the same at grantor's espense. The annotation of the adards as checked and the any addition of a security and policy of insurance and to prove the same at grantor's espense. The annotation of any policy of insurance and to prove the same at grantor's espense. The annotation of any policy of insurance and to construction liens and to pay all faginst and the grantor. Such application or release shall be divered to the same as grantor shall be diversed to the sat

It is mutually agreed that:

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, if 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 lees 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 lees, bein in the tak and appellate courts, necessarily paid or incurred by bene-ticiary 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 com-pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-ticiary, payment of its lees and presentation of this deed and the note for endorsement (in case of luit reconveyances, for cancellation), without allecting 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 arranty all or any part of the property. The frantee in any reconveyance may be described as the "preson or presons legally entitled thereto," and the order the preson or presons legally entitled thereto," and the order the preson or presons legally entitled thereto," and the order the preson or presons legally entitled thereto," and the order of the preson or presons legally entitled thereto," and the order of the preson or presons legally entitled thereto, and the order of the preson of the second services mentioned in this paragraph shall be not less than \$5. 10. Upon any delault by grantor hereunder, beneliciary may at any time without notice, either of the truth deguacy of any security for the indebideness hereby secured, mer d to that dequacy of any security for the indebideness hereby secured, mer d to that dequacy of any security for the indebideness hereby secured, mer d to that dequacy of any security for the indebideness hereby secured, mer d to that dequacy of any security for the indebideness hereby secured, mer d to that dequacy of any security for the indebideness hereby secured, mer d to the disquacy of any security for the indebideness hereby secured, mer all one of the second the second ticary may part thereol, in its own name and an on a such order as bene-ticary may determine. 11. The entering upon and taking possesion of said property, the follection of such rents, issues and profits, 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 aloresid, shall not cure or waive any default or notice of default hereunder or invalidate any act done hereby or in bin methermance of any indebitedness secured hereby to in bin methermance of any indebitedness secured hereby to in bin methermance of any any indebitednes

waive any delault or notice of delault hereunder or invalidate any net done pursuant to such motice. 12. Upon delault by grantor 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 beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed by development and/or performance, the beneliciary may declare all sums secured hereby immediately due and payable. In such an event the beneliciary at his election may proceed to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to proceed to foreclose this the beneliciary elects to foreclose by advertisement and sale, the beneliciary or the trustee shall execute and cause to be recorded his written notice of delault and his election to sell the said described real property to satisy the obligation secured hereby whereupon the trustee shall tix the time and place of sale, give notice thereol as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795. 13. Alter the trustee has commenced foreclosure by advertisement and sale, the grantor or any other preson so privileged by ORS 86.735, may cure the default or delaults. If the default consists of a lailure to pay, when due, sums secured by the trust deca, the default may be cured by the due the order has outprotom as would not then be due had no default occurred. Any other delault that is capable of being cured may be cured by the duering the performance required under the obligation or trust deed. In any case, in addition to curing the delault to costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and

and expenses actually incurred in enforcing the obligation of the Trust deed together with trustee's and attorney's less 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, payable at the time of said. Trustee shall deliver to the purchaser its deed in form as required by law conveying the prostporty so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthlulness thereol. Any person, excluding the trustee, but including the grantor 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, in-chning the compensation of the trustee and a reasonable charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons attent interest to the interest of the trustee and the site durphus, it any, to the grantor or to his successor in interest entilled to succ-sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be wated to his uncessor of be successor upon any trustee herein named or appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter 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 be conclusive proof of pore appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and achnowledged is made a public record

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 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 licensed under ORS 696,505 to 696,585.

19467 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 grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, STATE OF OREGON, Klamath) ss. County of "This ciretrument was acknowledged before me on County of This instrument was acknowledged before me on November 17, 1988, by Bennie J., Yarbro and A Evelynur M. Yarbro 97 by ... \$ The state 619 A/R Hus O Muslitte O Notary Public for Oregon ü1. ".(SEAL) Notary Public for Oregon My commission expires: 10-30-92 (SEAL) My commission expires: OF in and the second REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO:, 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 same. Mail reconveyance and documents to DATED: Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED bitt rootion of the m. STATE OF OREGON, าณ์อย (FORM No. 881) SS. OT HUTTADEAL SECTION TO CASCOUNTY of Klamath LAW PUB. CO. PO I certify that the within instrument was received for record on the 17th. day Bennie J. Yarbro and Contain good for and 1988., at 2:20 o'clock .P.M., and recorded Evelynn M. Yarbro SPACE RESERVED Grantor in book/reel/volume No. ____M88____ on FOR Motor Investment Company page .19466 or as fee/file/instru-RECORDER'S USE ment/microfilm/reception No. .93982 ..., Record of Mortgages of said County. fabraitzet en processes en Beneficiary County affixed. AFTER RECORDING RETURN TO ent M. Marbio and of t Motor Investment Company TÍ DÍ Evelyn Biehn, County Clerk P O Box, 309, NAME TITLE Fee \$13.00 Klamath Falls, Or 97601 By Auline Mullis olar Deputy