FORM No. 881—Oregon Trust Deed Series—TRUST DEED. MTC 22376-D T 1988 STEVENS-NESS LAW PUB.CO Vol.<u>m90</u> Page<u>4038 and</u> February ....., 19 90, between 11950 Conust alligned Millions Lab. Mary as Trustee Record of Workstein and Conust

THIS TRUST DEED, made this \_\_\_\_\_\_day of \_\_\_\_\_

NOUNTAIN TITLE COMPANY OF KLAMATH COUNTY JAMES LEE CLARK as Grantor,

COTTAGE GROVE MOTOR COMPANY, an Oregon corporation

жилин сомруму Слагия Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in <u>Ciklamath</u> County, Oregon, described as:

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PORTLAND, OR. 97204

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J.K.SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 34, AND, MADE (A, PART HEREOF)

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sum of <u>SEVENTEEN THOUSAND NINE HUNDRED FIFIT AND NOT 100</u> (\$17,950.00) note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, if <u>Dollars</u>, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, if 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 in the period by this instrument is the date, stated above, on which the final installment of said not The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said not 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's the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or berein, shall become immediately due and payable. In this trust deed, dramter advantage and advantages are been advantaged by the security of this trust deed, dramter advantages are been advantaged by the security of this trust deed, dramter advantages are been advantaged by the security of this trust deed, dramter advantages are been advantaged by the security of the security of the security of the security of the trust deed, dramter advantages are been advantaged by the security of the security of this trust deed, dramter advantages are been advantaged by the security of the

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It is mutually agreed that: It is mutually agreed that: and the event that any portion or all of said property shall be taken and the right of eminent domain or condemnation, beneliciary shall have the inder the right of eminent domain or condemnation of the monies payable right, if its o elects to require that all or any portion of the monies payable as compensation for such taking, which are in energy less necessarily paid or to pay all reasonable costs, expenses and attorney less necessarily paid or and incurred by grantor in such proceedings, and expenses and attorney's tess, applied by it list upon any reasonable costs and expenses and attorney's tess, being in the trial and appellate courts, necessarily paid or incurred by secured hereby; and grantor agrees, at its own expense, no take such accoun-secured hereby; and grantor agrees, at its own expense, no take such accoun-and execute such instruments as shall be not this deed and the note com-gendors in the trial take and presentation cancellation), without allecting endorsenent (in case of tull reconvegances, lor cancellation), without attering ind (a) consent to the making of any map or plat of said property; (b) join in (a) consent to the making of any map or plat of asid property; (b) join in

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 of the United States, a filte Insurance company authorized to incre tille to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an excrew agent licensed under ORS 696.505 to 696.585.

deed as their interests may appear in instructions in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneliciary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee of the successor under. Upon such appointment, and without conveyance duries conferred trustee, it latter shall be used a wointed hereunder. Each such appointment upon any trustee herein named or appointen instrument executed appointment which, then recorded in the more sort of the county or counties in which the property is situated. Shall be conclusive proof of proper appointment of the successor trustee. This trust when this deed, duly executed and oblication of any action or proceeding asle under any other deed obligated to notify any party hereto of pending sale under any other deed itrust or of any action or proceeding is brought by trustee.

The grantor covenants	and advant to the first the first shall		<u> </u>
and that he will warrant in a		LEDT IN AN OLD STREET STREET,	
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The grantor warrants that the (a)* primarily tor crantor s per (a)* of the second seco	proceeds of the loan represented by a sonal family or boyshold purpose	the above described note and to (see Imposant Notice below)	his trust deed are:
secured hereby; whether or not named gender includes the lemining	as a beneficiary herein a beneficiary shall	hereto, their heirs, legatees, d	levisees, administration
* IMPORTANT NOTICE: Delete, by lining our not applicable; if warranty (a) is applicable as such word is defined in the Truth-In-Le beneficiary MUST comply with the Astro-	y, whichever warranty (a) or (b) is o and the beneficiary is a creditor unding Act and Regulation 7 to	et his hand the day and y	ear first above written.
If the signer of the obove is a corporation, use the form of acknowledgement opposite.)	I Regulation, by making, required is Form No. 1319; or equivalent usregard this notice.		
STATE OF OREGON	Activity of the second	OREGON	)
James Lee Clark	d belore me on v This instrument (1911 - by With the to the set	nt was acknowledged before n	) ss. 20 on,
(SEAL) Mycommission expires: 9	ublic tor Oregen	The Contest of the second strength of a contest of the second strength of the second streng	
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TO: The undersigned is the legal owner a	The second of th	• been paid. teambacting of the destate stifting the destate here the team as and the transition	
said trust deed or pursuant to statute, to berewith together with said trust deed) and state now held by you under the same. Ma	d. You hereby are directed, on payri cancel all evidences of indebiedness to reconvey, without warranty, to t HIII/ICED to documents to	by the foregoing trust deed nent to you of any sums owin secured by said trust deed ( he parties designated by the 1000 to 1000 to 10000 to 1000 to 10	A. All sums secured by said of to you under the terms of which are delivered to you
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De not loss of destroy this Trust Deed OR THE NC	JTE which It secures. Both must be delivered i	Beneficiary to the trustee for concellation before n	<u></u>
TRUST DEED ( (FORM No. 881) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	ATTACHED HERETO AS EN	HIBTL STATE OF OREC	
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HARTER RECORDING RETURN TO	ANY OF KLANATH COUNTY	MAUICRARE	Canhon No
UNTAIN TITLE COMPANY made it	TRUST DEED IST dep of	By 1 1 1 1	TITLE
A 144 SET-Changen Trust Deed Some IKUST DEEC	William and a start was		Deputy

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## EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land lying in the SE1/4 of the NE1/4, Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point 220 feet West and 440 feet North of the SE corner of the SE1/4 of the NE1/4 of Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North parallel with the East line of said SE1/4 of the NE1/4 a distance of 250 feet; thence West parallel with the North line of said SE1/4 of the NE1/4 a distance of 220 feet; thence South parallel with the East line of said SE1/4 of the NE1/4 a distance of 250 feet; thence East Parallel with the South line of said SE1/4 of the NE1/4 a distance of 220 feet to the point of beginning.

Tax Account No:

2408 0025A 02600

STATE OF OREGON: COUNTY OF KLAMATH: 55. Filed for record at request of \_\_\_\_\_ Mountain Title Co. of \_\_\_\_ March A.D., 19 90 at 1:42 o'clock P M., and duly recorded in Vol. M90 \_\_\_\_\_ on Page \_\_\_\_\_4038 day FEE \$18.00 Evelyn Blehn County Clerk By Onulise Mullindere