

TRUST DEED

THIS TRUST DEED, made this 23rd day of September, 1991 between
DAVID F. YARBER AND JUNE YARBER, HUSBAND AND WIFE

as Grantor, ASPEN TITLE & ESCROW, INC.
THE JOHN AND REBECCA CAMERON FAMILY TRUST

as Beneficiary,

WITNESSETH:

as Beneficiary, **WITNESSETH:**
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:
Lot 32, Block 21, KLAMATH RIVER ACRES, FOURTH ADDITION, in the
County of Klamath, State of Oregon.

CODE 96 MAP 3907-2600 TL 1900

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 connection with said real estate.

sum of FOUR THOUSAND AND NO/100, Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, if said sum shall remain unpaid at maturity.

note of even date herewith, payable to beneficiary or order and maturing on _____, 19____, not sooner paid, to be due and payable at maturity of note _____, 19____, on which the final installment of said note is due, the principal of the debt secured by this instrument is the date, stated above, on which the final installment of said note is due, and the interest thereon, together with any interest herein is sold, agreed to be sold, by the undersigned, to the beneficiary, or to the order of the beneficiary.

note of even date herewith, payable to beneficiary or order and made by _____, 19____.

not sooner paid, to be due and payable at maturity of note _____, 19____, on which the final installment of said note

The date of maturity of the debt 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.

I, _____, as Grantor agree:

(c) I do not intend nor agreement or creating any restriction thereon; (d) I will pay no charge

herein, shall become immediately due and payable.

and repair; not to remove or demolish any building or improvement on said property; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanship manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the Uniform Condominium Act or similar legislation is applicable to the Uniform Condominium Act, to execute such financing statements pursuant to the Uniform Condominium Act as the beneficiary may require and to pay for filing same in the public office as the beneficiary may require and as the cost of all lien searches made by the beneficiary in connection with the foregoing shall be deemed desirable by the proper public office or offices, as well as the cost of all lien searches made by the beneficiary or searching agencies as may be deemed desirable by the proper public office or offices; and continuously maintain insurance on the building owned by the beneficiary.

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, written for the sum of \$ insurable value the latter to be

now or hereafter erected on the said premises may in time to time require, and such other hazards as the beneficiary, with loss payable to the latter; el and amount not less than \$ insurable value written by _____, companies acceptable to the beneficiary, with loss payable to the latter; el policies of insurance shall be delivered to the beneficiary as soon as insured can reason to procure any such insurance and to avoid

companies acceptable to the beneficiary, the beneficiary as soon as insured policies of insurance shall be delivered to procure any such insurance and to if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of said term, the grantor shall hereafter place on said building a policy of insurance now or hereafter placed on said building. The amount of any policy of insurance shall be the same as the amount insured by the beneficiary.

[illegible]

collected under any life or death certificate, or any other document, or any other source, shall be paid to the beneficiary upon any indebtedness secured hereby and in such amount as may determine, or at option of beneficiary the entire amount so collected, may determine, or at option of grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any assignment to such notice.

5. To keep said premises free from construction liens and to pay a taxes, assessments and other charges that may be levied or assessed upon said property before any part of such taxes, assessments and other charges are paid, and promptly deliver receipts therefor.

taxes, assessments and other charges that may be levied against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the grantor or the grantor's agent. The grantor shall be liable for any taxes, assessments and other charges payable by grantor, either to the beneficiary; should the grantor fail to make payment of any taxes, assessments and other charges payable by grantor, either to the beneficiary; insurance premiums, liens or other charges with funds with which the grantor has the right to dispose of, and the beneficiary shall be liable for the same.

to beneficiary; should the grantor incur any charges payable by grantor, expenses, insurance premiums, liens or other charges with funds with which the grantor, by direct payment or by providing beneficiary with funds with which the grantor makes such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured by the obligations described in paragraphs 6 and 7 of the

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trust deed, shall be added to any rights arising from breach of any trust deed, without waiver of any rights arising from breach of any covenants hereof and for such payments, with interest as aforesaid, the property herebefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation hereon. All such payments shall be immediately due and payable without notice of the beneficiary.

erty hereinafter described, and the beneficiaries of the same extent that they are bound for the payment of the obligations described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiaries, render all sums secured by this trust deed immediately due and payable at the discretion of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any such action the security rights or powers of beneficiary or trustee may appear, including the costs and expenses of the trustee and attorney.

[illegible]

any suit for the foreclosure of this deed, the beneficiary's or trustee's attorney's fees, including evidence of title and the beneficiary's or trustee's attorney's fees mentioned in this paragraph 7 in all cases shall be paid by the grantor. In the event of an appeal from any judgment entered by the trial court and in the event of an appeal from any judgment entered by the trial court, grantor further agrees to pay such sum as the decree of the trial court, grantor further agrees to pay such sum as the decree of the trial court, grantor further agrees to pay such sum as the

fixed by the trial court and in the decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 to elect, to require that all or any portion of the monies payable in such event, to be paid to the beneficiary, in the form of a lump sum, or in such other form as the beneficiary may elect, and the amount of the amount so elected, shall be paid to the beneficiary, in the form of a lump sum, or in such other form as the beneficiary may elect, and the amount of the amount so elected, shall be paid to the beneficiary, in the form of a lump sum, or in such other form as the beneficiary may elect.

under the right of eminent domain or condemnation of the monies payable to the grantor, and the grantor hereby agrees to pay to the beneficiary, if it so elects, to require that all or any portion of the monies payable to the grantor as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid by grantor in such proceedings, shall be paid to beneficiary to defray the costs and expenses and attorney's fees incurred by beneficiary in such proceedings.

[illegible]

both in the trial and appellate courts, necessary to secure such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the non-endorsement (in case of full reconveyances, for cancellation), without any person for the payment of the indebtedness, trustee shall execute such instruments as may be required by the beneficiary for compensation, promptly upon beneficiary's request.

(a) consent to the making of any map or plat of said property; (b) i

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge hereunder; (d) reconvey without warranty, all or any part of the property, The grantee in any reconveyance may be described as the "person" or persons entitled thereto," and the recitals therein of any matter or facts shall be conclusively proof of the truthfulness thereof. Trustee's fees for any of the foregoing mentioned in this paragraph shall be not less than \$5.

_____ hereby agrees that no legal liability may at any

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person or agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, together with all its contents, and collect the same, and apply the same, in and to the satisfaction of the indebtedness hereby secured, including those past due and unpaid, and all interest thereon, and all costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. 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 policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

13. Alter the time trustee has commenced foreclosure on the trust deed, the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default or defaults may be cured by paying the amount secured by the trust deed, the cure other than such portion as is due at the time of the default or defaults may be made by tendering the entire amount due at the time of the default or defaults occurred. Any other default that is curable may not then be cured had no default occurred. Any other default that is curable may not then be cured by tendering the performance required by the default or defaults being cured may be made. In any case, in addition to the amount due at the time of the default or defaults, the cure shall pay the beneficiary all costs, expenses, and attorney's fees actually incurred in enforcing the obligation of the trust deed and the expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

[illegible][illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed under. Upon such appointment, the said beneficiary will give to the said trustee, the latter herein named or appointed hereunder, each of the powers, rights and duties of the said beneficiary, and the said trustee, upon such appointment, shall be made by written instrument, executed by beneficiary, in the form of a deed, in the words of the county or county clerk, which, when recorded in the public records of the county or county clerk, shall be conclusive proof of proper appointment of the said trustee.

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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 696.515.

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.

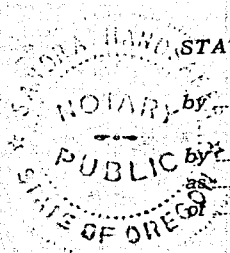
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine 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.

DAVID F. YARBER

JUNE L. YARBER



STATE OF OREGON, County of Klamath) ss. 9/23, 1991

This instrument was acknowledged before me on

by David F. Yarber and June L. Yarber

This instrument was acknowledged before me on

Sandra Handorf
Notary Public for Oregon
My commission expires 7/23/93

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: _____, 19____

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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath) ss.

I certify that the within instrument was received for record on the 27th day of Sept., 1991, at 1:16 o'clock P.M., and recorded in book/reel/volume No. M91 on page 19683 or as fee/file/instrument/microfilm/reception No. 35265, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Richard M. Madsen, Deputy

Fee \$13.00