

TRUST DEED

THIS TRUST DEED, made this 9th day of March, 1970, between
DONALD E. JOHNSON AND MARGARET J. JOHNSON, husband and wife

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klammath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary;

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lots 2 and 3 in LAKEWOOD HEIGHTS, Klamath County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rights, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, warming and irrigation apparatus; equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of

THIRTEEN THOUSAND SIX HUNDRED AND NO/100

each agreement of the grantor herein contained and the payment of the sum of THIRTEEN THOUSAND NO. 100
(\$ 13,600.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the
beneficiary or order made by the grantor, principal and interest being payable in monthly installments of \$ 116.14 commencing
April 10, 1970.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by note or notes. The indebtedness secured by this trust deed shall extend to and over all such notes or notes, the beneficiary may credit payments received by it upon any of said notes or part of any payment on one note and part on another, if the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary, herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor will and his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof and, when due, all taxes, assessments and all other charges levied against said property; to keep said property in good repair and all encumbrances having priority over said property; to complete all buildings in course of construction; to cause all buildings hereafter constructed on said premises within said lot to be insured against fire and other hazards as the beneficiary may be required; to repair and restore promptly and in a suitable manner any building or improvement on said property which may be damaged or destroyed and to replace said property at a cost incurred thereby; to allow beneficiary to inspect said property at a time within fifteen days after written notice from beneficiary of any claim; not to remove or destroy any building or improvement now or hereafter constructed on said premises; to keep all buildings and improvements now or hereafter constructed upon said property in good repair and to cause all buildings and improvements upon said premises to be continuously insured against loss from fire and other hazards as the beneficiary may from time to time require; to pay such other and further expenses, costs or obligations as a sum not less than the original principal sum of the promissory note secured by this trust deed and the original policy of insurance in correct form and to add thereto to make up the full amount of the benefit payable under the approved loss payable clause in favor of the beneficiary of the policy with premium paid, to the principal sum of the note and the cost of the policy; and the policy of insurance is not so tendered, the liability of the beneficiary, which insurance discretion obtain insurance for the property of the beneficiary, which insurance shall be non-concumbent by the grantor during the full term of the policy to

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay the principal and interest payable under and in addition to the monthly payments of the mortgage, the amount of the health (1/12th) of the taxes, assessments or hereditarily, the amount of the insurance premiums, the amount of the insurance charges due and payable with respect to said property, the amount of the insurance twelve months, and the amount of the interest on the mortgage, to be collected from the proceeds of said property within said succeeding three years, and the balance of the proceeds of said property shall be paid to the principal of this trust deed remains in effect, and the principal of the loan until required for the payment of the principal of the loan, and the balance of the proceeds of the several purposes thereof and shall thereupon be required to be paid to the principal of the loan or, at the discretion of the trustee, the principal of the loan so paid shall be held in trust as a reserve account, without interest, for the payment of the premiums, taxes, assessments or other charges when they shall become

While the grantor is to pay any and all taxes, assessments and charges levied or assessed against said property, or against the same, therefor, he is to pay premiums on all insurance policies on said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby agrees to pay any and all taxes, assessments, or other charges levied or imposed against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, or by the insurance premiums in the amounts shown on the statements submitted by the insurance company or their representatives, and to charge said sums to the account of the amount shown on the statements, and the principal of the loan or to withdraw the same from that purpose. The grantor agrees to be held by the beneficiary responsible for failure to have any insurance written or for any loss or damage or for any failure to pay any insurance policy, and the beneficiary is authorized, in the event of any such failure, to compare and settle with any insurance company and to accept any insurance receipts upon the condition that the sole trust deed computing the amount of the indebtedness for payment and satisfaction of the same, shall be based on the proceeds of the property by the beneficiary sold, mortgaged or otherwise disposed of.

default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand and if not paid within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the grantor on demand and shall be secured by the lien of the trust, and in this connection, the beneficiary shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

[illegible]

The beneficiary will furnish to the grantor on written request thereof annual statement of account but shall not be obligated or required to furnish any further statements of account.

[illegible]

2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation (for cancellation), without affecting the force and effect of this deed, of the full reconveyance, the trustee may, at its option, execute and deliver to the beneficiary, or to the person or persons named in the deed, a receipt or receipts for the payment of the indebtedness, the trustee may, at its option, execute and deliver to the beneficiary, or to the person or persons named in the deed, a receipt or receipts for the payment of the indebtedness, the trustee may, at its option, consent to the making of any map or plat of said property, (c) join in any subdivision, any easement or creating and conveying, (d) join in any mortgage, (e) reconvey or otherwise transfer or convey, or otherwise dispose of, (f) join in any deed, (g) warrant, all or any part of the property. The grantor hereby agrees that the receipt or receipts described herein shall be conclusive proof of the payment of the indebtedness thereon. The trustee's fees for any of the services in this paragraph shall be \$5.00.

[illegible]

15

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 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.

5. The grantor shall notify beneficiary in writing of any sale or contract 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 loan applicant and shall pay beneficiary a \$5.00 service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property 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. (3) To all persons having recorded liens subsequent to the order of the trustee in the trust deed as their interests appear in 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.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or 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 county 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 acknowledged 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 deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including mortgagee, of the note 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/or neuter, and the singular number includes the plural.

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

STATE OF OREGON } ss.
County of Klamath

THIS IS TO CERTIFY that on this 20 day of March, 1970, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

DONALD E. JOHNSON AND MARGARET J. JOHNSON, husband and wife

to me personally known to be the identical individual(s) 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.

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

Willie Matthews
Notary Public for Oregon
My commission expires: Feb. 23 1974

Loan No. _____
OF OREGON

TRUST DEED

TO _____ Grantor

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
Beneficiary

After Recording Return To:
FIRST FEDERAL SAVINGS
540 Main St.
Klamath Falls, Oregon

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON } ss.
County of Klamath

I certify that the within instrument was received for record on the 31st day of March, 1970, at 10:51 o'clock A.M. and recorded in book M70 on page 2482 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne County Clerk

By Phyllis L. Lueders Deputy

fee \$1.50

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, 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.

First Federal Savings and Loan Association, Beneficiary

DATED: _____, 19____

by _____

16

MAR 31 10 51 AM 1970

FO

at

Ha

mo

pag

mor

and t

subje

Klamath

legally

its Sec

March,

STATE OF ORE

COUNTY OF KLA

On the

James D. Bocchi

that he, the s

Bocchi is the s

Klamath Falls,

and sealed in b

and the said var

to be the f