

as Beneficiary,

WITNESSETH:

as Beneficiary,

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

_____ Blocks 11, 12, 13 and _____

in Klamath County, Oregon, to-wit:

Lot 6, Block 13, Tract No. 1143, Resubdivision of a portion of Blocks 11, 12, 13 and 14, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

THIS TRUST DEED IS A SECOND TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF FIRST NATIONAL BANK OF OREGON.

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.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal of office, this 22nd day of June, 1900.

ATTEST: _____

RECORDED FOR PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE

APR 22 1900

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement of grantor herein contained and payment of the sum of FOUR THOUSAND EIGHT HUNDRED FOURTEEN AND 22/100 Dollars, with interest thereon according to the terms of a promissory note, the final payment of principal and interest hereof, it

sum of FOUR THOUSAND EIGHT HUNDRED FOURTEEN AND 22/100
(\$4,814.22) 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, if
not sooner paid, to be due and payable October 15, 1985.
The security of the debt secured by this instrument is the date, stated above, on which the final installment of said note
is due, and no part thereof, or any interest therein is sold, agreed to be sold, or assigned to any person other than the beneficiary named herein.

note of even date herewith, payable to beneficiary or order and made by _____, 1985.
not sooner paid, to be due and payable _____ October 15, 1985, 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.
The property described herein is not currently used for agricultural, timber or grazing purposes.

The above described real property is not subject to

To protect the security of this trust deed, Grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any and all damaged or destroyed improvements on said property.

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

manor any other manner, and pay when due all costs incurred, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; to pay for filing same in the civil Code as the beneficiary may request and to pay for filing same in the public public office of offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary, and to continuously maintain insurance on the buildings owned by the beneficiary, and to cause to be made by fire and theft insurance

4. To provide and continuously maintain insurance on the buildings now or hereafter located on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in and such other amounts less than \$_____ full insurable value, written in an amount not less than _____, payable to the latter; all policies acceptable to the beneficiary, with the beneficiary as soon as insured; and all policies of insurance shall be delivered to the beneficiary to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of the said insurance now or hereafter placed on said buildings, and if the grantor shall fail for the beneficiary at least fifteen days prior to the expiration of the said insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary under any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary, the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not constitute a release of the premises from any part of the mortgage hereon, nor cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible]

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 actually incurred; and to defend any action or proceeding brought in any suit.

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 suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of the deed, to pay all costs and expenses, including evidence of title mentioned in this paragraph. In all cases, the amount of attorney's fees and costs in the event of an appeal shall be determined by the trial court, and 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:

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18. 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 for such taking be paid to beneficiary, which are in excess of the amount required as compensation for such taking, less such expenses and attorney's fees necessarily incurred by beneficiary in connection with such proceedings, and to pay all reasonable costs and expenses, shall be paid to beneficiary and incurred by grantor upon any reasonable costs and expenses and attorney's fees, applied by it first upon any reasonable costs and expenses and attorney's fees, incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, and the balance applied upon the expense, to take such actions necessary and proper to carry out the intent of this agreement, and to execute 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 the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting 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 affecting in whole or any part of the property; (d) reconvey, without charge, any part of the property to the grantee in any conveyance may be described as the "person or persons" who shall execute the same; and the recitals therein of any number of persons shall be conclusive proof of the truthfulness of the same, and shall not be less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice either in person, by agent or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, and thereupon collect the rents, issues and profits, including those past due and unpaid, and apply the same, together with the proceeds of any sale of said property, to the payment of the issues and profits, including those past due and unpaid, and apply the same, together with the proceeds of any sale of said property, to the payment of the 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may, at its option, elect to foreclose this trust deed immediately due and payable. In such event the beneficiary shall declare all sums secured hereby immediately due and payable. In such event the beneficiary may proceed to foreclose this trust deed by advertisement and sale. In the latter event the notice of foreclosure shall be published as provided herein, and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall, at the time and place of sale, give notice thereof as then required by ORS 86.740 to 86.795.

IN WITNESS WHEREOF, the undersigned beneficiaries have caused this instrument to be signed and sealed and attested by me, their duly authorized attorney-in-fact, on the day first above written, at Portland, Oregon, in the manner provided in ORS 86.740 to 86.795.

thereof as then required by ORS 86.740 to 86.795, in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trust's sale, the grantor or other person so privileged, respectively, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and attorney's fees not exceeding the amounts provided by law) in excess of such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

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 the parcel or parcels at one or more public sales, or in one or more parcels and at the time of sale. Trustee shall accept the highest bid for the parcel or parcels, payable at the time of sale. Trustee shall deliver to the purchaser a deed in form as required by law containing a recital of the facts of the sale, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When the grantor sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including advertising, the compensation of the trustee and his or her assistants, the costs of legal fees and attorneys' fees, (2) to the obligation secured by the trust deed, (3) to all persons claiming an interest in the property sold under the trust deed, and (4) to the having recorded liens and encumbrances to the order of their priority and if there is surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law 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 or for the successor trustee, the latter shall be vested with all the powers and authority conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution to be made by written instrument executed by which, when recorded in the office of the recorder of the county or counties in which the property is situated, and its place of record is indicated, shall constitute the deed of the beneficiary. The recorder of the county or counties in which the property is situated shall record the deed of the beneficiary.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. 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 grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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.

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, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, 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 acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

October 5, 1984

Personally appeared the above named

Christian C. Johnson and Sandra L. Johnson

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 6-21-88

STATE OF OREGON, County of

1984

Personally appeared

and

who, each being first

duly sworn, did say that the former is the

president and that the latter is the

secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

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: _____, 1984

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.

Christian C. Johnson

Sandra L. Johnson

Grantor

Leonard H. Fleming

I. Star Fleming

Beneficiary

AFTER RECORDING RETURN TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 9th day of October, 1984, at 3:43 o'clock P.M., and recorded in book/reel/volume No. 188 on page 17380 or as fee/file/instrument/microfilm/reception No. 42018, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pam Smith Deputy

Fee: \$8.00

Asper Title & Escrow