K-37668 FORM No. 881—Oragon Trust Deed Series—TRUST DEED. Vol. MSPage 4929 TRUST DEED THIS TRUST DEED, made this 28th day of March 1985, between Wilfred A. Johnson and Jimmie Lou Johnson, an estate in fee simple as tenants by the entirety, husband and wife Terence J. Hammons Allstate Enterprises Financial Corporation 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 45 of Grace Park, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. STATE OF COURT 보기도 하장 없다 3697 Madison, Klamath Falls, Oregon 97603 AKA: 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.

FOR THE PURPOSE

OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Thirty Four Thousand Four Hundred Twenty Seven and 00/100 (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 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 warranty, all or any part of the property. The state of the property of the property of the property of the conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, heneliciary may at any time without notice, either in person, by agent or by a recriver on he appointed by ourt, and without regard to the adequacy of any security the indebtedness hereby secured, enter upon and take possession of said property, the same and profits, including those past due and unpaid, and apply the same, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's lees 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 tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforestid, shall not cue 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 are in his preference.

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this inst. herein, shall become immediately due and payable.

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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 declare all sums secured hereby inmediately due and payable. In such an declare all sums secured hereby inmediately due and payable. In such an declare all sums secured hereby inmediately due and payable. In such an declare all sums secured hereby inmediately due and payable. In such an declare all sums secured hereby after the truste experience of the trust estable advertisement and sale. In the latter event the beneficiary or the trustee shall advertisement and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election execute and cause to be recorded his written notice of default and his election thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to loreclose by advertisement and sale then alter default at any time prior to live days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by trustee for the trustee's sale, the grantor or other person so privileged by trustee for the trustee's sale, the grantor or other trust level and the trust of the trust level and the entire amount then due under the terms of the trust level and the entire amount provided by law) other than such portion of the priorical 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 sale shall be held on the date and at the time and place designated in the sale shall be held on the date and at the time and place designated in the sale shall be held on the date a

the delault, 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 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 sale. Trustee shall deliver to the purchase, its deed in form as required by law conveying shall deliver to the purchase, its deed in form as required by law conveying shall deliver to the purchase, its deed in form as required by conveying the property so sold, but without any covenant or warranty, express or inthe property so sold, but without any covenant or warranty, express or inthe truthfulness thereof. Any person, excluding the trustee, but including the frantor 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, including the compensation of the trustee and a reasonable charge by trustees attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interest may appear in the order of their priority and (4) the surplus, it any, to the granter or to his successor in interest entitled to such surplus.

surplus, if any, to the granter 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, the latter shall be conveyance to the successor trustee, the latter shall be conveyance to the successor trustee, the latter shall be read with all title conveyance to the successor trustee, the latter shall be readed or appointed procured. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing technic to this trust deed and its place of record, which, when recorded in the office of the County and its place of record, which, when recorded in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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 frantor, 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 Cregon State Sar, a bank, trust company or sovings 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 escraw agent licensed under OSS 696.505 to 696.555.

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 except for a first mortgage to Department of Veterans' Affairs in the amount of

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) X 然识外的文章。

Purposes X *** Purposes** X *** Purpose** X *** Pur 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 teminine 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 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; of a dwelling use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice. Wilfred A. Johnson mui (If the signer of the above is a corporation, use the form of acknowledgment opposite.) Don Limmie Lou Johnson STATE OF OREGON, County of Ramalil 198 STATE OF OREGON, County of Samuel Personally appeared , 19 8 Personally appeared the above named Wilfred, A. Johnson and duly sworn, did say that the former is the president and that the latter is the secretary of Jimmie Lou Johnson and acknowledged the toregoing instrusecretary 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 deed. Betore me:
(OFFICIAL)

Notary Public for Oregon Notary Public for Oregon My commission expires: 5/1988 My commission expires: 5/000 (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 the undersigned is the legal owner and holder of an indepteutiess secured by the foregoing trust deed. An sums secured by said frust 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 trust deed have been tully paid and satisfied. Fou nereby are directed, on payment to you or 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 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) STATE OF OREGON, County of _____ I certify that the within instrument was received for record on theday of, 19....., SPACE RESERVED in book/reel/volume No. on FOR pageor as fee/file/instru-RECORDER'S USE ment/microfilm/reception No..... Record of Mortgages of said County. AFTER RECORDING RETURN TO Witness my hand and seal of Allstate Enterprises, Inc. County affixed. 10330 Meridian Av. N. Seattle, WA. 98133 ATTN: N. Daniel Child Bagg TITLE

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Seattle Regional Office 10330 Meridian Avenue, North Seattle, Washington 98133 Phone: (206) 527-5550

March 28, 1985

Wilfred A. Johnson Jimmie Lou Johnson 3697 Madison Klamath Falls, OR. 97603

Lot 45 of Grace Park, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. In consideration of a loan granted 3/28/85 Enterprises Financial Corporation to me, I agree not to renew or otherwise add to present indebtedness to Department of Veterans' Affairs, 124 North Fourth, Klamath Falls, OR. 97601 as shown by mortgage or deed dated without first paying my indebtedness to Allstate Enterprises Financial Corporation in full. Wilfred A. Johnson Witness Given under my hand and official seal this 29% day of ,19 ह Notary Public (Affix Seal) Filed in conjunction with Mortgage or Deed to Secure Debt dated 3/28/85 and filed d-4-85 County,

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 4th day of April A.D., 1985 at 10:54 o'clock A M, and duly recorded in Vol M85 of Mortgages on page 4929

by: Ameline, County CLERK

Fee: \$ 13.00