

STATE OF OREGON, in the County of Klamath, do hereby certify that the following is a true and correct copy of the original as filed in the office of the County Clerk, Klamath County, Oregon, on the 28th day of June, 1972.

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of June, 1972,

between OLAF R. JOHNSON and SHERRY C. JOHNSON, husband and wife, as grantor,

whose address is 1127 Alameda, Klamath Falls, Oregon 97601 (City) State of Oregon,

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee, and 600 Main Street, Klamath Falls, Oregon 97601

FIRSTBANK MORTGAGE CORPORATION, a Washington corporation, as Beneficiary. Securities Building, Seattle, Washington 98101

WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, WITH POWER OF SALE, THE PROPERTY IN Klamath County, State of Oregon, described as:

Lot 14, Block 13, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

Also:
An easement for ingress and egress over a portion of Lot 15, in Block 13, HOT SPRINGS, being a triangular piece out of the Southwest corner with 20 feet on the West side adjacent to the alley and 25 feet on the South side adjacent to Lot 14 and the said two points being joined by a straight line to form a triangle.

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee. The above described property does not exceed three acres.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$ 14,800.00 with interest thereon according to the terms of a promissory note, dated June 9, 1972, 19, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, shall be due and payable on the first day of July, 1997.

1. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice on an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

- An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:
 - If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby, shall be added together, and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

- premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 7th day of May A.D. 19 87 at 10:49 o'clock A.M., and duly recorded in Vol. M87 of Mortgages on Page 7807

Evelyn Biehn, County Clerk
By *[Signature]*