74659 MTC-17879 Vol. [illegible] Page 8186

TRUST DEED

THIS TRUST DEED, made this 7th day of May, 19 87, between Lyster Construction as to an undivided ½ interest and Daniel L. & Patricia M. Johnson as to ½ interest as tenants by the entirety, as Grantor, Safeco Title Insurance Company, as Trustee, and Lyster Construction Co., 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:

SEE ATTACHED LEGAL DESCRIPTION

which said property is not currently used for agricultural, timber or grazing purposes, 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: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of even date herewith, made by grantor, payable to the order of beneficiary at all times, in the manner as therein set forth, having a Total of Payments of $ [illegible] payable in [illegible] monthly installments of $ [illegible] with an Annual Percentage Rate of [illegible] %, with an Amount Financed of $ [illegible] and any extensions, renewals or modifications thereof; (2) performance of each agreement of grantor herein contained; and (3) payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon at herein provided.

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

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to beneficiary insurance on the premises satisfactory to the beneficiary and with loss payable to the beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon 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 cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee, and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum as permitted by law, in any such action or proceeding in which beneficiary or trustee may appear.

5. To pay at least ten (10) days prior to delinquency all taxes or assessments affecting the property; to pay when due all encumbrances, charges and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto.

6. If grantor fails to perform any of the above duties to insure or preserve the subject matter of this trust deed, then beneficiary may, but without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation hereunder, perform or cause to be performed the same in such manner and to such extent as beneficiary may deem necessary to protect the security hereof. Beneficiary may, for the purpose of exercising said power, enter onto the property, commence, appear in or defend any action or proceeding purporting to affect the security hereof or the rights and powers of beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of beneficiary may incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay his reasonable fees. Grantor covenants to repay immediately and without demand all sums expended hereunder by beneficiary, together with interest from date of expenditure at a rate of ten percent (10%) per annum until paid, and the repayment of such sums are secured hereby.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request.

9. Upon any default by grantor, the beneficiary may at any time, without notice, either in person or by agent, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of the property or any part of it, and that the entering upon and taking possession of the property shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.

10. Upon default by grantor in payment of any indebtedness secured or in his performance of any agreement, the beneficiary may declare all sums secured immediately due and payable. In such event beneficiary at its election may proceed to foreclose this trust deed in equity in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded its written notice of default and its election to sell the said described real property to satisfy the obligations secured hereby and proceed to foreclose this trust deed in a manner provided by law.

11. If after default and prior to the time and date set by trustee for the trustee's sale, the grantor or other person pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, the grantor or other person making such payment shall also pay to the beneficiary all the costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law.

12. Upon any default by grantor hereunder, grantor shall pay beneficiary for any reasonable attorney's fees incurred by beneficiary subsequent to grantor's default.

13. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale the trustee shall sell the property as provided by law at public auction to the highest bidder for cash payable at the time of sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person excluding the trustee may purchase at the sale.

Form [illegible]

8417

[illegible]

STATE OF OREGON

County of [illegible]

[illegible]

STATE OF OREGON

COUNTY OF [illegible]

ASSIGNMENT

[illegible]

STATE OF OREGON

County of [illegible]

[illegible]

ASSIGNMENT – FOR VALUE RECEIVED, [illegible]

EXECUTED this [illegible] day of [illegible], 19 87

[illegible]

STATE OF OREGON

County of [illegible]

[illegible]

My commission expires: 7-16-[illegible]

Notary Public

TRUST DEED

[illegible]

Grantor

TO

[illegible]

Beneficiary

AFTER RECORDING RETURN TO

AMERICAN SAVERS MORTGAGE CORP.

[illegible] S.W. [illegible]

Suite [illegible]

Portland, Oregon [illegible]

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

STATE OF OREGON

County of [illegible]

I certify that the within instrument was received for record on the [illegible] day of [illegible], 19 [illegible], at [illegible] o'clock [illegible] M., and recorded in book [illegible] on page [illegible] Record of Mortgages of said County.

Witness my hand and seal of County affixed.

County Clerk-Recorder

By [illegible]

Deputy

BMC

(c) Legal Description:

A portion of Lots 9 and 10, Block 16, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, more particularly described as follows:

Beginning at the most Northerly corner of Lot 10 of Block 16 of FIRST ADDITION to the City of Klamath Falls, Oregon, and running thence in a Southwesterly direction along the Southeasterly line of the alley in said Block, 78.5 feet, more or less, to the retaining wall built upon Lot 9 in said Block, parallel with Ninth Street; thence Southeasterly parallel with the line between Lots 8 and 9 in said Block 16, 50 feet; thence Northeasterly parallel with the first course herein described, 78.5 feet, more or less, to the Southwesterly line of Ninth Street; thence Northwesterly 50 feet to the place of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the [illegible] day of May A.D., 19 [illegible] at [illegible] o'clock [illegible] M., and duly recorded in Vol. [illegible] of Mortgages on Page [illegible].

Evelyn Biehn, County Clerk

By [illegible]

FEE $13.00