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Safetto (Title Insurance Company) an horecours a michag aminat shift for yum vicioriened and sees you be through occurs as Grantor, U.S. Vinyl as Trustee, and

- rebrusted barningers to bemain elseed setturo yea manu beneticos setudo Lea errora de la desensión setu-This deed applies to more to the base is of and binds all parties HTTESSETTIWAR, legators, devisers, administrators, executors, societastics of the devisers, devisers, administrators, executor, societastics and each secure distributions. The term is much secure distribution assigns. The term is much secure distribution and owner, including pleases, of the Refeij Inscelliment Contract secure distribution assigns. Sni Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in the second se Klamath 11511 1 18 2 18 19 1 County, Oregon, described as:

SEE ATTACHED LEGAL DESCRIPTION

and Johnson Ceres 7

which real 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 thereafter attached to or used in connection with said real estate:

or the purpose of securing: (1) Payment of the indebtedness and all other lawful charges evidenced by a Retail Installment Contract of For the purpose of securing: (1) Fayment of the indeptedness and all other lawful charges evidenced by a netall installment contract or-even date herewith, made by grantor, payable to the order of beneficiary at all times, in the maner as therein set forth, having a Total of Payments of \$ <u>17,869,20</u> payable in <u>120</u> monthly installments of \$ <u>148.91</u> with an Annual Percentage Rate (2) performance of each agreement of grantor herein contained; and (3) payment of all sums expended or advanced by beneficiary under or nursuant to the terms hereof together with interest thereon as herein provided. pursuant to the terms hereof, together with interest thereon as herein provided.

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

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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 workman-like manner any building which may be constructed, damaged or destroyed thereon; to complete or restore promptly for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improve 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 nursuant 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 fights 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 judgement 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.

It is mutually agreed that:

7. Any award of damages in connection with any condemnation for public use of or injury to said property to 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.

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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

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 conse-quent to grantor's default.

13. After a lawful lapse of time following the recordation of the notice of default and the giving or 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.

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14. When the trustee sells pursuant to the powers provided, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including lawful fees of the trustee and the reasonable fees of trustee's attorney. (2) the obligations secured by this trust deed, (3) to all persons having recorded liens subsequent to the interest of the beneficiary and the trust deed as their interest may appear in the order of their priority.

15. 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.

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 pledgee, of the Retail Installment 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, the grantor has hereunto set his hand and seal the day and year first above written.

Witness MOLITATIODESC iranto Witnes Jøhnson m Witness Johnson Granto stilling bits spellit, stratter, bus, printistings terts and or won askeyns in to graphical or used in the strate is STATE OF OREGON. science for blandiw oblaganca ni bear agos to transmitor oblandi o vece estimat S 1. Constant County of Multinomal Ho Ben Inerari Stochos di all othor lay hing interior + tatice Maluson and acknowledged Personally appeared the above named die is Ostice Do niel 2 Jahnse foregoing instrument to be and acknowledged the sus . voluntary act and deed. Before me: Jensi Demyson (C) one banistice, dieted torong to the mean to definite covert its My commission expires: 14.500 22-90 234 16 Notary Public STATE OF OREGON^O Solutions of incention philling and tellomstassignments for clears been of the original been of ov Milthomah notes bayauteb to negerieb, percented ed yen, forky publicative denses and the recent of the second of COUNTY OF TRTh Terms U.S. Vinyl a second of the swall lead with your control of the second control of the second control of the second Savers Mortgage Corporation, an Oregon corporation, the within Trust Deed and the indebtedness secured thereby, May, 19_88 Dealer U.S. Vinyl This <u>18th</u> _ day of_ site of aldeven each this with vicinities of all of vicinities and the former of aldeven each the statement of vicinities and the statement of the vicinities and the statement of the vicinities and the statement of the vicinities and the vic U.S. Vinyl Th. Johns. STATE OF OR BEGON VI JIE 1997 Stathand vu balkas på ven valog sonaruan ranto ag ord ven schura barsek Krynn konsul ven sin a inversione all ven seller valog sonaruan ranto ag ord ven schura barsek County of You toking betterdig toutoon on Validian Hunden vie aview of and the lists and von von the second and the Helen M. Johnson and share with the o strandara masado producina servicia public never never productina publicana publicana publicana publicana publicana publicana publicana publicana publicana Autation of the purpose of assessed of the product of the property of the second of th ASSIGNMENT - FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged and confessed; Assignor hereby sells, assigns, transfers and isets over to American Savings & Loan Assoc , Lake Jackson, Texas, this Deed of Trust, and the Retail Installment Contract together with all of Assignor's right, title and interest in and to the other property therein described or the same and branches or the safet a state of the state of the register of the state EXECUTED THIS AND THE REPORT OF VISCOUNT MARKENESS OF THE PROPERTY OF THE ALTERS THAT AND THE PROPERTY IS THE PROPERTY OF THE to sprand sometimeens was selmergines to restribe establic, yed yes AMERICAN SAVERS MORTGAGE CORPORATION SET SET SET STOLE OF PRIME The second s STATE OF OREGON e Waned be hone one amor rouse to many one one bine, bine three County of your and an and a stand of the set Hort beside disciplination and acknowledged the foregoing instrument to be to possible que tot behavite evide 10 Before me: and to her the is is it notion of a postioner, at Sensitionary a postion of law unon the death of a postion of the death of a postion, may, at Sensitionary a option it left c DEED a los al viscon set modernet normal set bire visconsci units in a los al visconsci units al visconsci u 6 and to Pit Killey De Hope to the trucie Oestreich and 10 partice in refine STATE OF OREGON 1. Daniel E. Johnson in the state for a second data with the second data with the second data and the second ndon nealtha anna yn Istantic whit pris nogu tot County of estimation សំបង Vosebo so flores Winde on and taking possession of t Grantor medeate year ynaiolfenoe o'r unamernes yns te sonem unan did i'r o bennoss senifor r ne yslupa ni Baeb schrift aroloefor a'r bencore year olyn **DON'T, USE THIS**pad I'nera I certify that the within instrument was received for record on the bivså fil hidnign nis trust deed by adverteerrent and sale. In the lat ____dav of 😳 SPACE; RESERVED . 19 FOR RECORDING oho at o'clock M., and recorded. U.S. Vinyl Wel ve bedivere reasons an bash n TELABEL IN COUN- aport in book-TIES WHERE Iss a void USED) not setting Record of Mortgages of said County. Thus hong out void of bar es controlled out birs book touct out to any on page Beneficiary, art; Sta Hertetten Anismaniter AFTER RECORDING RETURN TOS noiteglido to armed ont priory as in by Witness my hand and seal of County affixed. AMERICAN SAVERS MORTGAGE CORP. the source desired by earliest anterious and the second and U lies liefs sate 9320 S.W. Barbur Blvd to continue to ilea light senter set and 135 https://www.set.org/ Bard with or teviling Sulte 135 https://set.org/ Portland, Oregon 97219 is a strassen មើលចំន 10-11 A.T. County Clerk Recorder alar to could add t oldayw. republic teaching seturation with the N You committee and the By Deputy St. Garage

L. 8125

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 North Street; thence Northwesterly 50 feet to the place of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of Mountain Title Co.

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