

Mr 25244

NE  
32981

**TRUST DEED**

Vol. m91 Page 15557

THIS TRUST DEED, made this 22ND day of MARCH, 1991, between  
JOHN E. JOHNSON AND DEBORAH A. JOHNSON, AS TENANTS BY THE ENTIRETY

as Grantor, ..... WILLIAM P. BRANDSNESS.

SOUTH VALLEY STATE BANK  
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 EXHIBIT A BY THIS REFERENCE MADE A PART HERETO

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 \_\_\_\_\_  
sum of TWENTY-FIVE THOUSAND AND NO/100----- (\$25,000.00) Dollars with interest thereon according to the terms of a promissory

sum of TWENTY-FIVE THOUSAND AND NO/100----- (\$25,000.00)  
 -----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  
 MARCH 30, 1992 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

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.

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; not to commit or permit any waste of 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, and pay when due all costs incurred therefor.

3. To restrictions affecting said property; if the beneficiary so requests, to the extent such restrictions are required by the Uniform Commercial Code as the beneficiary may require and to pay the same in full; and to the cost of all lien searches made for public office or offices, as well as the cost of all lien searches made by filing offices or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay all assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by beneficiary may, at its option, make payment therefor and make such amount so paid, with interest at the rate set forth in the mortgage and the addendum so paid, with interest as provided in paragraphs 6 and 7 of this trust deed, together with the obligations described in paragraph 4 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights of the lender from breach of any of the covenants hereof and for such purpose, as well as the grantor, shall be bound to the entirety herebefore described, and shall be bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable by the grantor, and all such nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and in breach of this trust deed.

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.

[illegible]

*It is mutually agreed that:*

It is mutually agreed that:

8. 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 bring suit for any portion of the monies payable as compensation for the taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily incurred by grantor in such proceedings, and to pay the balance of the monies so recovered to beneficiary and incurred by grantor in such proceedings, and to pay the balance of the monies so recovered to beneficiary and attorney's fees, applied by it first upon any such costs and expenses and attorney's fees, and then to pay the balance of the monies so recovered to beneficiary, both in and out of any such courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon any such costs and expenses and attorney's fees, and the balance of the monies so recovered to take such actions secured hereby; and grantor agrees, and hereby expressly agrees, to take such actions and execute such instruments as may be necessary in obtaining such compensation for beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its less 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 this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The trustee; (e) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals thereof of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not 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 a court, and without regard to the adequacy of any security for the indebtedness secured, enter upon and take possession of said profits in whole or any part thereof, in its own name sue or otherwise for the same, and collect the same, and apply the same, issues and profits, including those past due or otherwise due, to the satisfaction of the 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.

[illegible]

13. After the trustee has commenced the foreclosure by advertisement and sale, and at any time prior to the date the trustee conducts the sale, the grantor or any person so privileged by ORS 86.763, may, by due, the default or defaults. If the default consists of a failure to pay, by paying the sum of the amount due at the time of the cure of the default, such portion as would cure the amount due at the time of the cure of the other default that is capable of not then be cured had no default occurred, the performance required under the being cured may be cured. In any case, in addition to curing the default, the obligation or trust deed shall pay to the beneficiary the amount of the costs defaults, the expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and by law designated in the notice of sale or the time to which said sale may be postponed. The trustee may sell said property in parcels or in lots, in one or more parcels or in separate parcels and shall sell the same at one or more public auctions or in the manner and at the time of sale. Trustee shall deliver to the purchaser for cash, and in form as required by law conveying said property to the purchaser without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusively presumed to be true and correct. The trustee, but including the truthfulness thereof, may purchase at the sale and sell herein. Trustee

of the truthfulness of the statement, may purchase at the sale.

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 any reasonable charge by trustee's attorney, (2) to the obligation of the trust, and (3) by the trustee, (4) to all persons having recorded claims against the trust in the order of their priority and (5) to the balance of the proceeds of sale to the grantor or to his successor in interest entitled to such surplus, and the trustee shall have the right to appoint a successor or successors at any time to time appoint a successor or successors.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein and 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 of the appointor. Trustee herein named or appointed hereunder, elected by beneficiary, and substitution shall be made by written instrument executed by beneficiary, upon the filing of the same in the records of the county or counties in which, when recorded in the mortgage records of the county or counties 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 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:  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

X John E. Johnson  
JOHN E JOHNSON

X Deborah A. Johnson  
DEBORAH A JOHNSON AKA Deborah A. Johnson

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on March 28, 1991,  
by John E. Johnson & Deborah A. Johnson, 19\_\_\_\_,  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.



Jim Mieloszyk  
Notary Public for Oregon  
My commission expires 8-1-94

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: \_\_\_\_\_, 19\_\_\_\_.

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.

JOHN E. & DEBORAH A. JOHNSON

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK  
801 MAIN STREET  
KLAMATH FALLS OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land situated in the SW1/4 of Section 34 and the SE1/4 of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the Easterly right of way line of Washburn Way from which the SW corner of said Section 34 bears the following two bearings and distances: South 89 degrees 54' 58" West 30.00 feet, South 00 degrees 10' 55" East 1330.37 feet, more or less, thence from said point of beginning North 89 degrees 54' 58" East 290.00 feet to a 5/8" iron pin; thence South 00 degrees 10' 55" East 422.40 feet; thence South 89 degrees 54' 58" West 371.52 feet to a point on the Easterly right of way line of said Washburn Way, said point also being on a 602.96 feet radius curve, from which the radius bears North 60 degrees 02' 32" West 602.96 feet; thence along the Easterly right of way line of said Washburn Way and along the arc of a 602.96 feet radius curve to the left (Delta= 30 degrees 08' 23", Long Chord= North 14 degrees 53' 16" East 313.53 feet) 317.18 feet to a 5/8" iron pin; thence continuing along the Easterly right of way line of said Washburn Way North 00 degrees 10' 55" West 119.51 feet to the point of beginning.

*[Signature]* 3/28/91  
Dag. 3-28-91

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co. the 8th day  
of Aug. A.D., 19 91 at 11:53 o'clock AM., and duly recorded in Vol. M91,  
of Mortgages on Page 15557.  
Evelyn Biehn, County Clerk  
By [Signature]

FEE \$18.00