

## TRUST DEED

Vol. m92 Page 12994

46198

THIS TRUST DEED, made this 27 day of 11/11/97,  
WILLIAM CHRISTOFFERSON, ROBERT BRISENO, STEVEN PRATT, ALBERT WRIGHT AND  
ROY JOHNSON \_\_\_\_\_ as Trustee, and

ROY JOHNSON  
as Grantor, KLAMATH COUNTY TITLE  
DARRELL LEE HARR

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:

An Undivided 17% interest in and to the following :  
Lots 12 and 13 in Section 16, Township 36 South,  
Range 7 East of the Willamette Meridian.

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 PERFORM  
EIGHT THOUSAND AND NO/100.

sum of EIGHT THOUSAND AND NO/100---- 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 6/15, 1995 to be due and payable as stated above on which the final installment of said note to

not sooner paid, to be due and payable 6/1/83, 1983.  
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:

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2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary, or the beneficiary, jointly with the Uniform Commercial Code as the beneficiary may require and cost for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time determine in and to such amount not less than full insurable value of the buildings, and to cause companies acceptable to the beneficiary, with loss payable to the latter; and policies of insurance shall be delivered to the beneficiary as soon as insured; and if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount of loss collected under any fire or other insurance policy may be applied to the satisfaction of any indebtedness secured hereby and in such order as the 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.

5. To keep said beneficiary free from construction liens and to pay all taxes, 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 shall become due or delinquent and promptly deliver receipts therefor to the grantor; 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 providing bonds at its option, make payment thereof, make such payment, beneficiary may, at the rate set forth in the note secured and the amount so paid, with the obligations described in paragraphs 6 and 7 of this deed, together with added to and become a part of the debt secured by this deed, shall have added to any rights arising from breach of contract, the provisions hereof and for such payments, with interest as aforesaid, the provisions hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable with, out notice, and the nonpayment of this debt shall, at the option of the beneficiary, render all sums secured by this deed immediately due and payable and

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.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all the expenses of the suit for the attorney's fees; including evidence of title and the benefits in this paragraph 7 in all cases shall be amount of attorney's fees and costs of the suit and in the event of an appeal from any judgment of the trial court and in the event of an appeal from any judgment of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees actually incurred.

It is mutually agreed that:

**It is mutually agreed that:**

8. In the event that any portion or all of said proceeds shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount so allotted as compensation for reasonable costs, expenses and attorney's fees, be paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees 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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee; (e) reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein 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 the court, take any action with regard to the adequacy of any security for the indebtedness hereunder, enter upon and take possession of said property, whether or not such property is real, personal, tangible or intangible, real, personal, or any part thereof, in its own name sue or defend, and apply the same, issues and profits, including that of option and collection, including reasonable attorney's costs and expenses of litigation and collection, in and of 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all amounts secured hereby immediately due and payable. In such event the beneficiary at his election may proceed to foreclose this trust deed by equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the above described real property to satisfy the obligation secured hereby, and the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed pursuant to such notice.

notice thereof as then required by ORS 87.735 to \$6,775.

13. After the trustee has commenced foreclosure by advertisement and in the manner provided in ORS 87.735 to \$6,775, the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 87.735, may cure the default or defaults. If the default or defaults may be cured by paying the sums secured by the trust deed, the trustee may cure the default or defaults by tendering the sum or sums of money at the time of the cure other than such portion as would be required to pay the entire amount due at the time of the cure other than such portion as would not then be due at the time of the cure. If the default or defaults may be cured by the tendering of the sum or sums of money at the time of the cure, the entire amount due at the time of the cure may be cured by tendering the performance required to curing the default or obligation or trust deed. In any case, in addition to the sums of money tendered to the beneficiary all costs and expenses actually incurred by the trustee in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided together with trustee's and attorney's fees not exceeding the amounts provided at the time and

[illegible]

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 trustee's 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 trust property, as their interests may appear in the order of the priority and (4) the deed, as their interests may appear in the order of the interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed under. Upon such appointment, and without powers and duties conferred on the trustee, the latter shall be substituted for the trustee named herein, and upon any such substitution shall be made by written instrument executed by the beneficiary. This substitution shall be made by 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 956.505 to 956.585.

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:  
(a)\* primarily for grantor's personal, family or household purposes (see Important Notice below),  
(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.

*Albert Wright*  
ALBERT WRIGHT

*Robert Brown*  
ROBERT BROWN

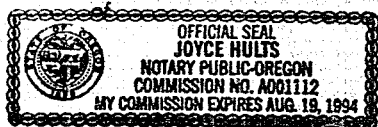
*Josephine*  
JOSEPHINE

STATE OF OREGON, County of JOSEPHINE ) ss.

This instrument was acknowledged before me on MAY 28, 1992.,  
by ALBERT WRIGHT

This instrument was acknowledged before me on , 19.,  
by

as



*Joyce Hulits*  
Notary Public for Oregon

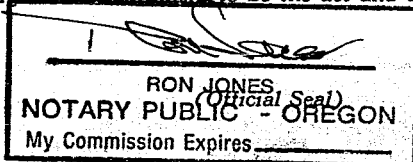
My commission expires

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of ) ss.

On this the 11 day of June, 1992 personally appeared William Christofferson who, being duly sworn (or affirmed), did say that he is the attorney in fact for and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.



Before me:

*[Signature]*  
(Signature)

(Title of Officer)

was received for record on the day of 19, at o'clock M., and recorded in book/real/volume No. on page or as fee/tile/instrument/microfilm/reception No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE  
By Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

Grantor

Beneficiary

AFTER RECORDING RETURN TO

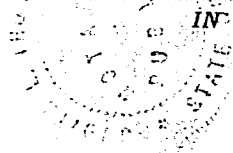
Crater Title Insurance Co.  
604 West Main  
Medford, OR 97501

STATE OF OREGON, }  
County of Jackson } ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 11th day of June, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named STEVEN PRATT AND ROY I. JOHNSON

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



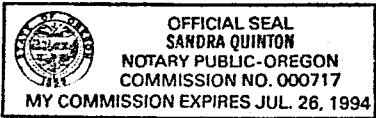
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Sandra Quinton*  
Notary Public for Oregon.  
My Commission expires 7/26/94

STATE OF OREGON, County of Josephine ss.

This instrument was acknowledged before me on 29 day of May, 1992, by Robert Briseno

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_



*Sandra Quinton*  
Notary Public for Oregon.  
My Commission expires 7/26/94

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 15th day of June A.D., 1992 at 11:29 o'clock A.M., and duly recorded in Vol. M92, of Mortgages on Page 12994.

FEE \$20.00

Evelyn Biehn - County Clerk  
By *Debra Mullenbaker*