

73278

TRUST DEED

MTC

12-22-93 P03 30037-11481 RGA 93 Page 34408

21ST

day of DECEMBER

1993

THIS TRUST DEED, made this 21ST day of DECEMBER, 1993, between

JOHN E. JOHNSON AND DEBORAH A. JOHNSON, AS TENANTS BY THE ENTIRETY

as Grantor, WILLIAM P. BRANDNESS, as Trustee, and

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

DEED

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 and payment of the sum of ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100- (\$126,000.00) -

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 not sooner paid, to be due and payable OCTOBER 6, 1996 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 thereon, and pay when due all costs incurred therewith.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in any 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 insurance company from time to time require, in an amount not less than \$1,000,000.00, the premium to be paid, written policies of insurance shall be delivered to the beneficiary as soon as insured; if the beneficiary 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 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.

5. To keep said premises 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 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 providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligations herein described, and all such payments shall be immediately due and payable with notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a 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 its efforts in enforcing this obligation; and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding pertaining to all or the beneficiary's rights or powers as 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 costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph 7, in all cases shall be paid by the trial court and in the event of an appeal from any judgment or decree 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 on such appeal.

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 require that all or any portion of the money payable on account of such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied to the sum of up to reasonable costs and expenses and attorney's fees, which are not paid or expended, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured by this trust deed, or its own expense, to take such actions and sustain such proceedings as shall be necessary to obtaining such compensation, promptly upon beneficiary's request.

9. To have and to use same for bona fide written record of beneficiary's interests in the title and possession of this deed and the note and acknowledge the same or full non-lien, by cancellation, without affecting the title of the beneficiary for the payment of the indebtedness, trustee may be substituted for the making of any stops or paid in full property; (b) shall be

noted that this trust deed will not be valid unless the money 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 issue title to real property in the state, its subdivisions, agencies or branches, the United States, or any agency thereof, or an escrow agent licensed under ORS 696.365 to 696.385.

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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 except a Trust Deed recorded on December 22, 1993 in Vol M93, page in the Microfilm Records of Klamath County, Oregon wherein the Beneficiary is Klamath First Federal Saving and Loan Association. 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: (X) for personal purposes (X) for business or commercial purposes. (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
X DEBORAH A. JOHNSON

STATE OF OREGON, County of Klamath. This instrument was acknowledged before me on December 22, 1993, by JOHN E. JOHNSON AND DEBORAH A. JOHNSON.

This instrument was acknowledged before me on 19 by

as



My commission expires 4/20/96.

Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

Trustee

TO

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

TRUST DEED

(Form No. 881)
STEVENS-NEEDLEMAN PUBL. CO., PORTLAND, ORE.

JOHN E. AND DEBORAH A. JOHNSON

Grantor

SOUTH VALLEY STATE BANK

Beneficiary

AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
515. SOUTH SIXTH STREET
KLAZATH FALLS OR 97603

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of at o'clock M. and recorded in book/reel/volume No. on page as fee/file/instrument/microfilm/reception No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

By

TITLE

Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

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

Beginning at a point on the North right of way line of Midland Road from which the Southwest corner of said Section 34 bears the following two bearings and distances: South 89 degrees 54' 58" West 117.00 feet, South 00 degrees 10' 55" East 30.00 feet; thence from said point of beginning North 89 degrees 54' 58" East along the North right of way of said Midland Road 203.00 feet; thence North 00 degrees 10' 55" West 429.16 feet to a 5/8" iron pin; thence South 89 degrees 54' 58" West 203.00 feet to a 5/8" iron pin; thence South 00 degrees 10' 55" East 429.16 feet to the point of beginning.

PARCEL 2

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 point 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.

-Continued -

- Legal Description Continued -

PARCEL 3

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 point on the East line of said Section 33 and the Northerly right of way line of Midland Road, from which the Southeast corner of said Section 33 bears South 00 degrees 10' 55" East 30.00 feet, thence from said point of beginning South 89 degrees 57' 30" West along the Northerly right of way line of said Midland Road 260.80 feet to the Easterly right of way line of Washburn Way, thence Northerly along the Easterly right of way line of said Washburn Way the following five bearings and distances: North 00 degrees 10' 55" West 409.74 feet; thence along the arc of a 542.96 feet radius curve to the right (Delta = 36 degrees 38' 00", Chord = North 18 degrees 08' 05" East 341.27 feet) 347.15 feet, thence North 36 degrees 27' 05" East 108.01 feet to a 5/8" iron pin, thence along the arc of a 602.96 feet radius curve to the left (Delta = 36 degrees 38' 00", Chord = North 18 degrees 08' 05" East 378.98 feet) 385.52 feet to a 5/8" iron pin, thence North 00 degrees 10' 55" West 119.51 feet to a 5/8" iron pin, thence leaving said Easterly right of way line of said Washburn Way North 89 degrees 54' 58" East 290.00 feet to a 5/8" iron pin, thence South 00 degrees 10' 55" East 871.21 feet to a 5/8" iron pin, thence South 89 degrees 54' 58" West 203.00 feet to a 5/8" iron pin, thence South 00 degrees 10' 55" East 429.16 feet to the Northerly right of way line of Midland Road; thence South 89 degrees 54' 58" West along the Northerly right of way line of said Midland Road 117.00 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcel of land:

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' 48" 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 point 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 22nd day of December A.D. 19 93 at 3:48 o'clock P. M., and duly recorded in Vol. M93 on Page 34408.

FEE \$25.00

Evelyn Biehn County Clerk
By Pauline McRindie