

SPACE ABOVE THIS LINE RESERVE FOR RECORDING DATA

C-TC-14-OR DISTRIBUTION LEGEND: White Original -- Empire Yellow -- Buyer Pink -- Seller

9. Grantor or Beneficiary. Extension of the time for payment or modification or acceleration of the sums secured hereby by Grantor or Beneficiary to any successor in interest of Grantor shall in any manner releasing liability of Grantor and Grantor's successors in interest. Beneficiary is not required to commence proceedings against such successor in time to extend time for payment or otherwise remedy amortization of the sums secured hereby by reason of any demand made by the original Grantor and Grantor's successors. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not waive or preclude the exercise of any right or remedy.

10. Successors and Assigns, Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor. All covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Contract acknowledges receipt of a direct or indirect financial benefit from the transaction, is co-signing this Trust Deed to grant and convey that Grantor's interest in the Property under the terms of this Trust Deed, and agrees that Beneficiary and any other Grantor may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Contract, without that Grantor's consent and without releasing this Grantor or modifying this Trust Deed as to that Grantor's interest in the Property.

11. Notices. All notices to Grantor and Beneficiary shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Grantor and Beneficiary appearing on the first page hereof, or at such other address as Grantor or Beneficiary may designate in writing, or if and when delivered personally.

12. Governing Law; Severability. The state and local laws applicable to this Trust Deed shall be the laws of the jurisdiction in which the Property is located, subject to preemption by applicable Federal law. If any provision of this Trust Deed is prohibited by or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

13. Transfer of Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Trust Deed, unless prohibited by applicable law. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Trust Deed. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Trust Deed without further notice or demand on Grantor.

14. Default. Upon the default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or under the Contract, Beneficiary may, after giving proper notice and time to cure as required by applicable law, declare all sums secured hereby immediately due and payable. Upon default, 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, 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. 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 obligations secured thereby, the Grantor or other person making such payment shall also pay to Beneficiary all costs and expenses actually incurred in enforcing the terms of the obligation as permitted by law. After a lawful lapse of time following the recordation of the notice of default and the giving of notice of sale, Trustee shall sell the Property as provided by law at public auction to the highest bidder for cash payable at the time for sale. Trustee shall deliver to the purchaser a deed without express or implied warranty. Any person, excluding Trustee, may purchase at the sale. The proceeds of such sale shall be applied (1) to the expense of sale, including reasonable attorney's fees and Trustee's compensation; (2) to pay the indebtedness herein secured or intended to be secured, with accrued Service Charge thereon; (3) to the persons legally entitled thereto.

15. Assignment of Rents. As additional security for the indebtedness secured hereby, Grantor hereby gives to and confers upon Beneficiary the right, power and authority to collect the rents, issues and profits of said Property, reserving unto Grantor the right, prior to default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any default, Beneficiary may at any time without notice, either in person, by agent or otherwise, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including the past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

16. Reconveyance. Upon payment of all sums secured by this Security Instrument, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured hereby to Trustee. Trustee shall reconvey the Property without warranty to the persons legally entitled to it. Such persons shall pay any recordation costs and the Trustee's reconveyance fee.

17. Trustee. Beneficiary, at its option, may from time to time remove any trustee and appoint a successor trustee to any Trustee by an instrument executed and acknowledged by Beneficiary and recorded in the county in which the Property is located. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

18. Expenses. It is hereby expressly provided and agreed that if any action, suit, matter or proceeding be brought for the enforcement of this Trust Deed or in protecting and enforcing the rights of and obligations to Trust Deed under any provision of this Trust Deed, including without limitation, taking any action in any insolvency or bankruptcy proceedings concerning this Trust Deed, and all such expenses shall be part of the sums secured hereby and shall bear Service Charge from the date paid or incurred by Beneficiary at the same rate as the Contract.

19. Flood Insurance. Grantor agrees to maintain flood insurance with Grantor as loss payee in an amount equal to the principal outstanding during the term of said indebtedness pursuant to the Flood Disaster Protective Act (42 U.S.C. 4012a).

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER ANY SUPERIOR MORTGAGES OR DEEDS OF TRUST
Grantor requests that copies of the notice of default and notice of sale be sent to Grantor's address which is the Property Address. Grantor and Beneficiary request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Trust Deed to give Notice to Beneficiary at Beneficiary's address set forth on page one of this Trust Deed, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Grantor has executed this Trust Deed on the day and year first above written.

(PLEASE SIGN AND NOTARIZE ORIGINAL WHITE COPY)

Witness: Signature: Brett Johnson L.S.

Name of Grantor: BRETT JOHNSON

Witness: Signature: Gentine L. Johnson L.S.

Name of Grantor: GENTINE L. JOHNSON

STATE OF OREGON, Clatsop County is

Personally appeared before me the above named BRETT JOHNSON AND GENTINE L. JOHNSON

and acknowledged that he/she/they executed the foregoing instrument as his/her/their free act and deed. WITNESS my hand and Seal this 25 day of

March, 1997

My Commission expires: Notary Public TERESA RAEY

TRUST DEED

STATE OF OREGON, County of Clatsop SS

Know all men by these presents, that BRETT JOHNSON of the County of Clatsop State of OREGON do hereby certify that the within instrument was received for record on the

day of March 1997 at 10 o'clock AM

and is filed in Book 19 on Page 1 of the

Record of Mortgages of said County. Witness my hand and Seal of County Office.

Notary Public TERESA RAEY

AFTER RECORDING, RETURN TO:

EMPIRE FUNDING CORP.

5000 Plaza on the Lake, Suite 100
Austin, Texas 78746

ALL PURPOSE ACKNOWLEDGMENT

16029

80-820251

State of OregonCounty of ClatsopOn 3-25-97

Date

before me, Teresa Baker

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Beth Jean Johnson/Genie L. Johnson

Name(s) of Signer(s)

☐ personally known to me — OR — ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



OFFICIAL SEAL

TERESA BAKER

NOTARY PUBLIC - OREGON

COMMISSION NO. 042772

MY COMMISSION EXPIRES MARCH 31, 1998



OFFICIAL SEAL

TERESA BAKER

NOTARY PUBLIC - OREGON

COMMISSION NO. 042772

MY COM.

ARCH 31, 1998

WITNESS my hand and official seal.

Teresa Baker

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to parties relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Draft Trust DocDocument Date: 3-25-97Number of Pages: 1 from Book

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual☐ Corporate Officer

Title(s): _____

☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____



Top of thumb here

Signer's Name: _____

☐ Individual☐ Corporate Officer

Title(s): _____

☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____



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EMPIRE FUNDING CORP.

AFFIDAVIT OF IDENTITY

The State of OREGON

KNOW ALL MEN BY THESE PRESENTS:

County of KLAMATHBEFORE ME, the undersigned authority, a Notary Public in and for KLAMATH County,State of OREGON on this day personally appeared _____BRETT THAD ALLEN JOHNSON who stated on his/her oath as follows:That my name is BRETT JOHNSON and I am one and the same person asBRETT THAD ALLEN JOHNSON & BRETT T. A. JOHNSON & BRETT T. JOHNSON

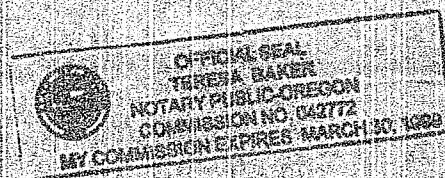
 BRETT THAD ALLEN JOHNSON
SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF March, 1997

 TERESA BAKER

Notary Public in and for the

State of OREGONCounty of KLAMATH

My Commission Expires:

3-30-99

STATE OF OREGON: COUNTY OF KLAMATH: 38.

 Filed for record at request of Empire Funding Corp. the 27th day
 of May A.D. 19 97 at 2:15 o'clock P. M. and duly recorded in Vol. M97
 of Mortgages on Page 16027

FEE \$25.00

 By Bernetha G. Letch, County Clerk
Kathleen Rose

Prepared by/Return to:
Document Control Department
Harbourton Mortgage Co., L.P.
P.O. Box 1705
Scottsbluff, NE 69363-9884
(308) 835-3500

Pool No: 00028122CD
SMC Loan No: 118247452
HMC Loan No: 1128481

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Harbourton Mortgage Co., L.P. (f/k/a Platte Valley Funding, L.P.) a Delaware Limited Partnership, whose address is 801 5th Avenue, Scottsbluff, NE 69361, ("Assigner") does hereby grant, sell, assign, transfer and convey, unto SOURCE ONE MORTGAGE SERVICES CORPORATION, a Delaware Corporation, whose address is 27555 Farmington Road, Farmington Hills, MI 48334, ("Assignee") all beneficial interest under a certain Mortgage in the amount of \$ 39,000.00 and executed by: LESTER E SAMPO AND AUDREY M SAMPO to: PEOPLES MORTGAGE CO. A WASHINGTON CORP. together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage. Said Mortgage is recorded on 11/17/78 in the records of KLAMATH County, State of OR:

Document/Instrument: 58615

Book/Page: M78/26104

Property Address: 4015 AUSTIN ST. KLAMATH FALLS, OR 97601

Legal Desc (if applicable):

THE SOUTH 1/2 LOT 12, BLOCK 6, THIRD ADDITION TO ALTAMONT ACRES, IN THE COUNTY OF KLAMATH, STATE OF OREGON

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 04/30/97. The undersigned has changed its name from Platte Valley Funding, L.P. to Harbourton Mortgage Co., L.P., as a result of an amendment to its Certificate of Limited Partnership.

HARBOURTON MORTGAGE CO., L.P.
(f/k/a Platte Valley Funding, L.P.)

By: Harbourton Funding Corporation,
Its Managing General Partner

Attest:

Cheryl A. Splichal
Cheryl A. Splichal, Asst. Secretary

By: *Regina Lashley*
Regina Lashley, Vice President

Notary Acknowledgement

State of Nebraska
County of Scotts Bluff



The foregoing instrument was acknowledged before me on 04/30/97 by Regina Lashley and Cheryl A. Splichal, Vice President and Assistant Secretary respectively of Harbourton Funding Corporation, Managing General Partner of Harbourton Mortgage Co., L.P. They are personally known to me and did take oath.



Cynthia R. Fry
Cynthia R. Fry
Notary Public, State of Nebraska

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Harbourton Mortgage Co. the 27th day
of May A.D. 19 97 at 2:15 o'clock P. M. and duly recorded in Vol. M97
of Mortgages on Page 16031

FEE \$10.00

By *Bernetha G. Leitch*
Bernetha G. Leitch, County Clerk