

Return Recorded Documents To:
EMPIRE FUNDING CORP.
9717 GLENHORN TERRACE
ROCHESTER, NY 14626
U.S. MAIL OR PERSONAL DELIVERY
SPACE ABOVE THIS LINE RESERVEd FOR RECORDING DATA

OREGON TRUST DEED Request for Notice of Default

REMITT THAD ALLEN JOHNSON & GENIE L. JOHNSON
whose address is 8111 GALT RD., BEND, OR 97702
Krista L. White, Esq., co-Bishop & Lynch, P.C., 7720 University Way, Suite 1600, Seattle, Washington 98101 (herein "Trustee"), AND
NORTHERN HOME RENTS, INC.
whose address is 6320 6TH AVE., SEATTLE, WA 98101
(herein "Beneficiary")

WITNESSETH, IN CONSIDERATION OF THE INDEBTEDNESS HERINAFTER SET FORTH AND THE TRUST HEREIN CREATED, GRANTOR IRREVOCABLY GRANTS,
BARGAINS, SELLS AND CONVEYS TO TRUSTEE, IN TRUST WITH POWER OF SALE, the following described property located in
KLAMATH COUNTY, STATE OF OREGON, as follows:

THE SW 1/4 OF SECTION 26, TOWNSHIP 39 SOUTH, RANGE 12, EAST OF THE WILLAMETTE
MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREON THE WEST
30 FEET DEeded TO KLAMATH COUNTY FOR ROAD PURPOSES IN DEED RECORDED SEPTEMBER 14,
1956 IN BOOK 296, PAGE 518, DEED RECORDS OF KLAMATH COUNTY, OREGON, CODE 28 AND
56, MAP 3912, TAX LOT 5400 AND CODE 56 AND 21, MAP 3912, TAX LOT 5400.

which has the address of 8111 GALE RD. in MAPLETA, Oregon 97623
(Street) (City) (Zip code)

Property: THIS TRUST DEED SECURES to Beneficiary as: all sums, with Service Charge thereon, advanced in accordance with this Trust Deed, b) the payment of indebtedness evidenced by a Retail Installment Contract between Grantor and Beneficiary of even date herewith, and any extensions or renewals thereof (herein "Contract"), in the Principal Sum of U.S. \$ 15,920.00, with Service Charge thereon as specified in the Contract, payable in 80 monthly installments of \$ 212.83, commencing 30 days from the Disbursement Date of the Contract and continuing on the same day of each month thereafter until paid in full on or before 7 April 2012, less 0.00, and to the performance of Grantor's covenants and agreements under this Trust Deed and the Contract.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the good right to sell and convey the same, and that the Property is unencumbered (except for encumbrances of record). Grantor covenants that Grantor shall warrant and forever defend generally the title to the Property and quiet possession thereof against all claims and demands, subject to encumbrances of record.

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR COVENANTS AND AGREES AS FOLLOWS:

- 1. Payment of Indebtedness.** Grantor shall promptly pay, when due the principal, and Service Charge evidenced by the Contract, and any other charges specified in the Contract.
 - 2. Taxes.** Grantor shall protect the title and possession of the Property and pay when due all taxes, liens, assessments any other charges whatsoever now existing or hereafter levied or assessed upon the Property, or upon the interest therein created by this Trust Deed, and to preserve and maintain the liens created hereby on the Property, including any improvements thereto made a part of the realty.
 - 3. Prior Mortgages and Deeds of Trust.** Grantor shall perform all of Grantor's obligations under any security agreement with a lien which has priority over this Trust Deed, including Grantor's covenants to make payments when due.
 - 4. Insurance.** Grantor shall keep all buildings, improvements and other insurable parts of the Property insured against loss or damage by fire, windstorm, hazards included within the term "extinctible coverage", and such other hazards, including flood, as Beneficiary may reasonably require from time to time and in such amounts and for such periods as Beneficiary shall require. The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Beneficiary, which approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall include a standard override clause in favor of and in a form acceptable to Beneficiary. Beneficiary shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed. In the event of loss or damage, Grantor shall give prompt notice to the insurance carrier, and Beneficiary, Beneficiary may take proof of loss if not made promptly by Grantor. Beneficiary is authorized to collect and apply the insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Trust Deed.
 - 5. Preservation and Maintenance.** Grantor shall keep the Property in good condition and repair, shall not commit waste or permit impairment or deterioration of the Property, shall not remove, demolish, or substantially alter any structure or fixture on the premises without prior written consent of Beneficiary. Grantor shall cause to be complied with all laws, ordinances, regulations or requirements of any governmental authority applicable to the premises.
 - 6. Protection of Beneficiary's Security.** If Grantor fails to perform the covenants and agreements contained in this Trust Deed, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, upon notice to Grantor, may make such appearances, disturb such suits, including reasonable attorneys' fees, and take such action as is necessary to protect Beneficiary's interest. Any amounts disbursed by Beneficiary pursuant to this paragraph, with Service Charge thereon, at the Contract rate, shall become additional indebtedness of Grantor secured by this Trust Deed. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action personnel.
 - 7. Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause not nor related to Beneficiary's interest in the Property.
 - 8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary, subject to the terms of any superior trust deed.

10. **Acceleration.** If payment in full is not made by the date of the termination of the sums secured hereunder, or if Beneficiary or any successor in interest of Grantor shall in any manner breach the terms of this Agreement and Grantor's successors in interest, Beneficiary is not required to commence proceedings against such successor or entity at such time for payment or otherwise realize any recovery 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.

11. **Successors and Assigns.** 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 receive the Contract acknowledgement 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 that Grantor or modifying this Trust Deed as to that Grantor's interest in the Property.

12. **Notices.** All notices to Grantor and Beneficiary shall be deemed to be fully 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.

13. **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.

14. **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 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.

15. **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 recording of the notice of default and the giving of notice of sale, Trustee shall 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.

16. **Assignment of Rents.** As additional security for the indebtedness secured hereby, Grantor hereby gives to and creates 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 those 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 heretofore given, invalidate any act done pursuant to such notice.

17. **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 recording costs and the Trustee's reconveyance fee.

18. **Trustee.** Beneficiary, at its option, may from time to time remove the 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.

19. **Expenses.** It is hereby expressly provided and agreed that if any action, suit, cause 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 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.

20. **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 Protection Act (42 U.S.C. 4012a).

REQUEST FOR NOTICE OF DEFAULT AND FOR CLOSURE 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: 

L.S.

Name of Grantor: BRETT L. JOHNSON

Witness:

Signature: 

L.S.

Name of Grantor: GENNIFER L. JOHNSON

County ss:

Personally appeared before me the above named BRETT L. JOHNSON AND GENNIFER 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 13 day of October, 2011.

My Commission expires:

Notary Public: TERESA BAKER

TRUST DEED

Grantor: BRETT L. JOHNSON and GENNIFER L. JOHNSON

Grantor: BRETT L. JOHNSON and GENNIFER L. JOHNSON

Beneficiary: EMPRE FUNDING CORPORATION

AFTER RECORDING, RETURN TO:
EMPRE FUNDING CORPORATION
5000 Plaza on the Lake, Suite 100
Austin, Texas 78745

STATE OF OREGON, County of

Recorded that the within instrument was received for record on the

day of 13 month of October, 2011, on File No. 13

and recorded in Book on Page of the

Record of Mortgages of said County.

Witness my hand and seal of County Clerk.

80-821251

State of OregonCounty of ThurstonOn 3-25-97

Date

before me,

Marcia Baker

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

(Title(s) of Person(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 I 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

BAKER

NOTARY PUBLIC - OREGON

C.R.S. #N 142772



MY COMMISSION EXPIRES MARCH 30, 1999

OFFICIAL SEAL

BAKER

NOTARY PUBLIC - OREGON

142772

MARCH 30, 1999

WITNESS my hand and official seal.

Marcia Baker

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

DEED

Document Date:

3-25-97Number of Pages: 1 from 4 total

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 Business Page

Signer's Name:

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:

Top of Business Page

EMPIRE FUNDING CORP.

AFFIDAVIT OF IDENTITY

The State of OREGONCounty of KLAMATH

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, a Notary Public in and for KLAMATH County,State of OREGON on this day personally appearedBRETT 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

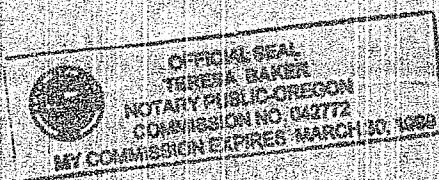
BRETT THAD ALLEN JOHNSON
SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF MARCH, 1987

TERESA BAKER

Notary Public in and for the

State of OREGONCounty of KLAMATH

My Commission Expires:

3-30-96


STATE OF OREGON: COUNTY OF KLAMATH, ss.

Filed for record at request of Empire Funding Corp. the 27th day
of Mar, 97 at 2:15 o'clock P. M., and duly recorded in Vol. M97
of Mortgages on Page 16027.FEE \$25.00By Bernethia G. Letch, County Clerk

Prepared by/Held in:
Document Control Department
Harmonton Mortgage Co., L.P.
P.O. Box 1705
Southfield, MI 48233-0705
1998

Fvor No: 004261221D
SINC Loan No: 113245452
HMC Loan No: 1128981

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED: Harbourton Mortgag Co., L.P. (f/k/a Platte Valley Funding, L.P.) a Delaware Limited Partnership, whose address is 601 5th Avenue, Scottsbluff, NE 69361, ("Assignor") 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: 58015

BookPage: M78/26 104

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

Legal Desc (if applicable):

THE SOUTH 1/2 LOT 12, BLOCK 6, THIRD ADDITION TO ALTA MONT 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 Piatte 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 Plaza Valley Funding, L.P.)**

By: Hartcourt Funding Corporation,
Its Managing General Partner

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Ramona Kashiro, Vice President

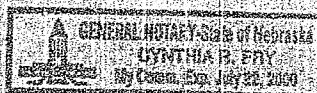
Victor's Academic Report

Centers of Nebraska

STATE OF NEBRASKA
County of Scotts Bluff



The foregoing instrument was acknowledged before me on 04/30/97 by Regine 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 A. Fly
Secretary, State of Nebraska

STATE OF OREGON: COUNTY OF Klamath

Filed for record at request of Harbour & Navigation Co., the 27th day
of May A.D. 19 97 at 2:15 o'clock P. M., and duly recorded in Vol. M 97,

SEE - \$10.00