PONM NO. 561 - I NOST DEED (Assignment Restricted).		COPYRIGHT 1996 STEVENS-NESS LA	W PUBLISHING CO., PORTLAND, OR 97204
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TRUST DEED		Vol <u>: M99</u>	Page 36691
1999 SEP	4 PJ 2: 59	-1" -	
Elliott R. Johnson			
Terese L. Johnson			***
Grantor's Name and Address Raymond E. Scrivner	SPACE RESERVED FOR		
Catherine A. Scrivner	RECORDER'S USE		
Beneficiary's Name and Address			
After recording, return to (Name, Address, Zip):		Witness my affixed.	hand and seal of County
FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON P.O. Box 2005 Sunriver, OR 97707	K54329	By	TITLE , Deputy
THIS TRUST DEED, made this 7174 ELLIOTT R. JOHNSON AND TERESE L. JO	HNSON Se	DIEMBER	, 19. 99 , between
FIRST AMERICAN TITLE INSURANCE COMP RAYMOND E. SCRIVNER AND CATHERINE A	ANY . SCRIVNER, HUSBA	ND AND WIFE, OR	as Grantor, THE SURVIVOR
			, as Beneficiary,
Grantor irrevocably grants, bargains, sells a DESCHUTES County, Oregon, d	WITNESSETH: and conveys to trustee escribed as:	in trust, with power	of sale, the property in
LOT 9 IN BLOCK 6, WAGON TRAIL ACRE OFFICIAL PLAT THEREOF ON FILE IN T COUNTY, OREGON	AGES NO. 1, SECON HE OFFICE OF THE	D ADDITION, ACCOUNTY CLERK OF 1	RDING TO THE KLAMATH
TAX ACCOUNT NO: 2309 1B 2300			

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 the property.

Dollars, with interest thereon according to the terms of a promissor 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 ... JANUARY 3, 2000... XXX

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition 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 the 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 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 property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at 'east fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the 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 detault or notice of default hereunader or invalidate any act done pursuant

5. To keep the property tree from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the 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 aloresaid, the property 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 without 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.

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 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 or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees mentioned in this paragraph 7 in all cases shall be tixed 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 at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal. It is mutually agreed that:

8. In the event that any portion or all of the 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 monies payable as compensation for such taking.

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.

WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.



which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applieds costs and expenses and attorney's less, both in the trial and appellate courts, 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 required in the control of the indebtedness, trustee may (a) consent to the making of any map or plat of the property of the property in the grantee in the control of the control of the control of the control of the property of the property. The grantee in the control of the truthlumes thereof. (4) reserving the control of the control o

tract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance re-Optain alone and may not satisfy any need for property durings to long the same and this trust deed are:

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, tamily or household purposes (see Important Notice below).

(**EXEMPTER PROPERTY AND THE PROPERTY AND

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, execut

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

TANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is licoble; if warranty (e) is applicable and the beneficiary is a creditor.

Elliott R. Johnson *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 MUF 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.

STATE OF CRECON, County of Killson SS instrument was acknowledged before me on Scot mela th. Pett, rigile This instrument was acknowledged before me on as 2 . 15 31 Notary Public for Gregon My commission expires 6 9-03

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the tr	
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	tne
trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herew together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate r	709
held by you under the same. Mail reconveyance and documents to	

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.

DATED:

State of Oregon, County of Klamath Recorded 9/14/99, at 2:59 pm. In Vol. M99 Page 3661 Linda Smith, FeeS_15°0 County Clerk