WTC 97233-DS

AFTER RECORDING RETURN TO:

Pacific Trust Deed Servicing Co., Inc.
P. O. Box 697
Grants Pass, OR 97528

ESCROW NO. MT97233-DS

2013-006103
Klamath County, Oregon
05/30/2013 02:51:59 PM
Fee: $67.00

Grantor:
ISABEL RODRIGUEZ
1737 Oak Ave.
Klamath Falls, OR 97601

Beneficiary:
John T. Johnson and Gwen A. Johnson
1503 East Main St.
MEDFORD, OR 97504

TD r.091911

TRUST DEED

THIS TRUST DEED, made on May 22, 2013, between **ISABEL RODRIGUEZ**, as Grantor, **AmeriTitle, an Oregon Corporation**, as Trustee, and **JOHN T. JOHNSON AND GWEN A. JOHNSON, HUSBAND AND WIFE, OR THE SURVIVORSHIP THEREOF**, 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:
Lot 10, except the North 15 feet and the West 1/2 of Lot 11, except the North 15 feet, all in Block 15 of BUENA VISTA ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SEE EXHIBIT "A" ATTACHED FOR ASSIGNMENT OF RENTS

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of *****ONE HUNDRED ONE THOUSAND AND NO/100ths*** Dollars, with interest thereon** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 5/30/14.

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:

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.

1. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
2. 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.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises 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 the $101,000.00, written by one or more 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 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 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.
4. 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 therefore to beneficiary; should the grantor fail to make payment of any taxes,

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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.

W7Amt

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 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 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.

5. To pay all costs, fees and expenses of this trust deed 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.
6. 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 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 fixed by the trial court and in the event of an appeal from any judgment or decrees 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:

7. 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 monies payable as compensation for 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 by it first upon any such reasonable costs and expenses and attorney's fees, 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 request.
8. 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 in any 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.
9. 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 a court, 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 its own name sue or otherwise collect the 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.
10. 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.
11. 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 sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in 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 said described real property to satisfy the obligation secured hereby whereupon 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 in the manner provided in ORS 86.735 to 86.795.
12. After the trustee has commenced foreclosure by advertisement and 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 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.
13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
14. 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 the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, 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.
16. 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. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract 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 requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are primarily for grantor's:

☐ personal, family, or household purposes.
Initial: ______ ______

OR

☒ organization, or (even if grantor is a natural person) are for business or commercial purposes.
Initial: iv ______

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 trust deed, it is understood that the grantor, trustee and/or beneficiary may 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.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Isabel Rodriguez
ISABEL RODRIGUEZ

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on 5-22-, 2013 by ISABEL RODRIGUEZ.

Debbie Sinnock
(Notary Public for Oregon)

My commission expires 9-8-13

OFFICIAL SEAL
DEBORAH ANNE SINNOCK
NOTARY PUBLIC- OREGON
COMMISSION NO. 441510
MY COMMISSION EXPIRES SEP 08, 2013

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid)

TO: ____, Trustee

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

Mail reconveyance and documents to: ____

DATED: ____________________, _________. ____________________________

____
Beneficiary

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.

EXHIBIT "A"

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that Isabel Rodriguez, Borrower, in order to secure indebtedness in the amount of: One Hundred, One Thousand, Dollars, ($101,000.00), executed a two trust deed of even date herewith, for the benefit of John T. Johnson and Gwen A. Johnson, husband and wife, Lender, on the following described real estate:

621 W. Oregon Ave.
Klamath Falls, Or 97601
(38-09E-19DC TL# 07700)

1329/1333 Shelley Ave.
Klamath Falls, Or 97601
(38-09E-29AC TL# 00700)

and,

WHEREAS, Lenders are the holders of said trust deed and the note secured thereby, and

WHEREAS, Borrower desires to further secure Lenders, and Lenders have required as additional and further security for the payment of indebtedness and the performance of all of the terms and conditions expressed in the promissory note and trust deed, an assignment of rents, profits and income of the real estate described above.

NOW, THEREFORE, in order to further secure said indebtedness and the performance of all of the terms and conditions expressed in the note and deed of trust, Borrower does hereby assign, transfer and set over unto Lenders, their successors and assigns, all rents now due, or which may hereafter become due by virtue of any lease, either oral or written, or letting of, or any agreement for the use or occupancy of any part of the premises of the real estate described above, which may have been heretofore or hereafter made, or agreed to, or which may be made or agreed to by Lenders under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereof, unto Lenders, and especially those certain leases and agreements now existing upon the real estate hereinabove described.

Lenders shall, from and after the date of execution of this agreement, have the right to demand, collect, receive and receipt for such rents, income and profits and avails realized as a result of all such leases and agreements for the use and occupancy of the real estate described above without having a receiver appointed therefor. Borrower hereby irrevocably appoints Lenders as the agent of the Borrower for the management of the real estate and hereby authorizes Lenders to let and re-let the premises, or any part thereof, according to their own discretion, and to bring or defend any suit in connection with said premises, in their name or in the name of the Borrower, as they may deem proper or advisable, and to do anything in or about said premises that Borrower might do, hereby ratifying and confirming everything that Lenders may do with respect hereto. Lenders, at their election, may exercise any or all of the powers herein granted to

them by Borrower without having a receiver appointed therefor. Borrower warrants that prior to the election by Lenders to exercise direct management control over the real estate described above, Borrower shall use its best efforts to operate and manage the real estate in a profitable manner. This assignment in no way relieves Borrower from making payments pursuant to the promissory note referred to above.

It is understood and agreed that Lenders shall have the power to use and apply said avails, rents and profits toward the payment of any present or future indebtedness or liability of Borrower, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may be reasonably necessary. It is further understood and agreed that in the event of the exercise of this assignment, Borrower will pay rent for the premises occupied by Borrower at the prevailing rate per month for premises so occupied and a failure on the part of the Borrower to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer, and Lenders may, in their own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises.

It is understood and agreed that Lenders will not exercise their rights under this assignment until after default, (default being defined for the purposes of this agreement as any scheduled payment being 30 or more days delinquent, or foreclosure proceedings commencing) in any payment owing pursuant to the promissory note and deed of trust described above or after a breach of any of the covenants of said Loan Agreement, promissory note and deed of trust.

This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Borrower to Lenders shall have been fully paid, at which time this assignment shall terminate.

The failure of Lenders to exercise any right which it may exercise hereunder shall not be deemed a waiver by Lenders of their right to exercise thereafter.

The rights and liabilities of the parties pursuant to this agreement shall be determined in accordance with the laws of the State of Oregon.

In case of suit, action or proceeding to enforce any rights or conditions of this agreement, or appeal from said suit, action or proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party therein a reasonable attorney's fee in such amount as set by the court hearing such suit, action, proceeding or appeal.

IN WITNESS WHEREOF, this Assignment of Rents is executed and delivered this 22 day of May, 2013.

May 22, 2013

Isabel Rodriguez "Borrower" Date

John T. Johnson "Lender" Date
Individually

Gwen A. Johnson "Lender" Date

STATE OF OREGON
COUNTY OF KLAMATH
The foregoing instrument was acknowledged before me this 22nd day of MAY, 2013 by Isabel Rodriguez.

Notary Public State of Oregon
My commission expires: 9-8-13

OFFICIAL SEAL
DEBORAH ANNE SINNOCK
NOTARY PUBLIC- OREGON
COMMISSION NO. 441510
MY COMMISSION EXPIRES SEP 08, 2013

STATE OF OREGON
COUNTY OF ___________________.
The foregoing instrument was acknowledged before me this ______ day of _______ by John T. Johnson.

Notary Public State of Oregon
My commission expires:_____________

STATE OF OREGON
COUNTY OF ___________________.
The foregoing instrument was acknowledged before me this ______ day of _______ by Gwen A. Johnson.

Notary Public State of Oregon
My commission expires:_____________

Isabel Rodriguez May 22, 2013

Isabel Rodriguez "Borrower" Date

John T. Johnson "Lender" Date
Individually

Gwen A. Johnson "Lender" Date 5/28/13

STATE OF OREGON
COUNTY OF KLAMATH
The foregoing instrument was acknowledged before me this 22nd day of MAY 2013 by Isabel Rodriguez.

Notary Public State of Oregon
My commission expires: 9-8-13

OFFICIAL SEAL
DEBORAH ANNE SINNOCK
NOTARY PUBLIC- OREGON
COMMISSION NO. 441510
MY COMMISSION EXPIRES SEP 08, 2013

STATE OF OREGON
COUNTY OF Jackson.
The foregoing instrument was acknowledged before me this 28th day of May/2013 by John T. Johnson.

Notary Public State of Oregon
My commission expires: 8-14-15

OFFICIAL SEAL
MORGAN BRADY HAWKINS
NOTARY PUBLIC-OREGON
COMMISSION NO. 460962
MY COMMISSION EXPIRES AUGUST 14, 2015

STATE OF OREGON
COUNTY OF Jackson.
The foregoing instrument was acknowledged before me this 28th day of May 2013 by Gwen A. Johnson.

Notary Public State of Oregon
My commission expires: 8-14-15

OFFICIAL SEAL
MORGAN BRADY HAWKINS
NOTARY PUBLIC-OREGON
COMMISSION NO. 460962
MY COMMISSION EXPIRES AUGUST 14, 2015