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THIS SPACE PROVIDED FOR RECORDER'S USE.

J. L. OF OREGON,  
County of Klamath  
Filed for record at request of

Filed for Record at Request of

Name **C I T FINANCIAL SERVICES, INC.**  
Address **432 So. Seventh St. - P.O. Box 1660**  
City and State **Klamath Falls, Oregon**Transamerica Title Ins. Co.  
this 2nd day of November A.D. 1971  
at 2:57 o'clock PM, and duly  
recorded in Vol. 1171 of Mortgages  
page 11463  
By Wm D. MILNE, County Clerk  
Deputy  
Fee \$1.90

## DEED OF TRUST

BENEFICIARY: **C.I.T. FINANCIAL SERVICES, INC.** LICENSE NO.  
ADDRESS: **432 So. Seventh St., Klamath Falls, Oregon** BRANCH **48207** LOAN NO.  
GRANTOR (1): **ALLEN EVANS** AGE: 44  
GRANTOR (2): **ALICE EVANS** AGE: 58  
ADDRESS: **4329 Greensprings Dr., Klamath Falls, Oregon 97601**  
GRANTOR (3):

| DATE OF THIS LOAN | DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF THIS LOAN | NUMBER OF MONTHLY PAYMENTS | AMOUNT OF FIRST PAYMENT | AMOUNT OF OTHER PAYMENTS | DUE DATE FIRST PAYMENT | OTHER PAYMENTS DUE SAME DATE EACH MONTH | DUE DATE FINAL PAYMENT |
|-------------------|--|----------------------------|-------------------------|--------------------------|------------------------|---|------------------------|
| 10-20-71          | 10-26-71   | 30                         | \$ 124.00               | \$ 124.00                | 12-8-71                |   | 4-20-74                |
| AMOUNT FINANCED   | FINANCE CHARGE   | TOTAL OF PAYMENTS          | ANNUAL PERCENT-AGE RATE | LIFE INSURANCE PREMIUM   |                        |   |                        |
| \$ 2884.35        | \$ 835.65  | \$ 3720.00                 | 20.72 %                 | \$ 55.80                 |                        |   |                        |

THIS DEED OF TRUST SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$

By this Deed of Trust, the undersigned (all, if more than one), hereafter "Trustor", for the purpose of securing payment of a Promissory Note of even date from Trustor to Beneficiary above named, and all future advances from Beneficiary to Trustor, the Maximum Outstanding at any given time not to exceed said amount stated above, hereby grants, transfers and assigns to the above named Trustee in trust, with power of sale, the following described real estate together with all improvements thereon, which property Trustor certifies does not exceed three acres, situated in Oregon, County of Klamath

**66 Lot 12 Block 6 Lemnox Addition.**

If the Trustor shall fully pay according to its terms the indebtedness hereby secured then this Trust Deed shall become null and void.

Trustor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain insurance in such form and amount as may be satisfactory to the Beneficiary in said Beneficiary's favor, and in default thereof Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium, tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Deed of Trust and shall bear interest from the date of payment at the highest lawful contract rate.

Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without demand but upon notice to Trustor. In such event and upon written request of Beneficiary, the Trustee shall sell, for lawful money of the United States, the property then subject to this Deed of Trust, as a whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of Oregon, in force at the time of such sale, and if in separate parcels, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public oral announcement under the terms hereof, preceding postponement. Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid; all other sums then secured hereby, and the remainder, if any to the person or persons legally entitled thereto.

Beneficiary may, without the concurrence of Trustor and/or Trustee, at any time and for any reason, by instrument in writing substitute a successor to any Trustee named herein or acting hereunder, which instrument, when properly acknowledged and recorded in the office of the Recorder of the County where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall succeed to all its title, estate, rights, powers and duties.

This Deed inures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

**THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.**

Signature of Trustor

Allen Evans Alice Evans

STATE OF OREGON  
COUNTY OF KLAMATH SS.

Before me: (OFFICIAL SEAL)

LA119

Notary Public for Oregon  
My commission expires: 4-14-74

OCT. 20, 1971.  
Personally appeared the above named ALLEN EVANS & ALICE EVANS  
and acknowledged the foregoing instrument to be  
voluntary act and deed.

CHERYL N. L. HOLT  
NOTARY PUBLIC - OREGONMy Commission Expires: 4-14-74

C/L P/L 41019

SEP 24 11 20 AM 1971

NAME OF

DATE OF THIS LOAN

9-17-71

AMOUNT FINANCED

\$5000.00

THIS

By this Deed of Promissory Note of Maximum Outstanding named Trustee in Trustor certifies does

**Riverside 2nd**  
**THIS DEED INURES TO THE BENEFIT OF AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS.**

If the Trustor shall not then repaid; all other sums then secured hereby, and the remainder, if any to the person or persons legally entitled thereto.

Trustor agrees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall maintain insurance in such form and amount as may be satisfactory to the Beneficiary in said Beneficiary's favor, and in default thereof Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) effect said insurance in its own name or pay such lien, tax or assessment. The premium, tax, lien or assessment paid shall be added to the unpaid balance of the obligation herein and be secured by this Deed of Trust and shall bear interest from the date of payment at the highest lawful contract rate.

Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without demand but upon notice to Trustor. In such event and upon written request of Beneficiary, the Trustee shall sell, for lawful money of the United States, the property then subject to this Deed of Trust, as a whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of Oregon, in force at the time of such sale, and if in separate parcels, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public oral announcement under the terms hereof, preceding postponement. Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid; all other sums then secured hereby, and the remainder, if any to the person or persons legally entitled thereto.