

82032

Vol. ⁷² Page 13229

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY &
STATE

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

By This Deed of Trust, made this 14 day of Sept., 19 73, between

RALPH I. TWING AND MARIAN TWING, husband and wife

, herein called Trustor,

whose address is 1604 Hope Space #4
(number and street)Klamath Falls,
(City)Oregon
(State)97601
(Zip Code)and CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called Trustee, and
EVANS PRODUCTS COMPANY, a Corporation under the laws of the state of Delaware, whose
mailing address is 3355 Hiawatha Avenue South, Minneapolis, Minnesota, 55406.

, herein called Beneficiary,

Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in Klamath
County, Oregon, described as:Lot 12, Block 11, First Addition, Klamath River Acres, according to the official plat
thereof on file in the records of Klamath County, Oregon.

XRepayment to be made as follows: 180 consecutive monthly installments as follows: The first
90 consecutive monthly installments of \$ 130.00 each, or more, on the 1st day of each
and every month, commencing on the 1st day of November, 197 3; the second 89
consecutive monthly installments of \$ 91.00 each, or more, commencing one month after the
due date of the 90th installment, and shall be payable every month thereafter; the remaining
balance due hereunder shall be due and payable on the 180th installment. The unpaid balance
due hereunder shall bear simple interest at the rate of 7 1/2 % per cent per annum; said
simple interest to be computed monthly shall first be deducted from said monthly payments,
and the balance of each monthly payment credited as principal.X

Trustor also assigns to Beneficiary all rents, issues and profits from said real property reserving, however, the right to collect and use the
same so long as there is no existing default hereunder and does hereby authorize Beneficiary to collect and recover the same in the name
of Trustor or his successor in interest by use of any lawful means.

FOR THE PURPOSE OF SECURING: (1) Payment of the indebtedness evidenced by one promissory note of even date herewith in the
principal sum of \$ 12,400.00, payable to Beneficiary or order; (2) Payment of any additional sums and advances here-
after made by Beneficiary or his assignee to Trustor or his successor in ownership of the real property encumbered hereby; (3) Perform-
ance of each agreement of Trustor herein contained. See x to x above

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES that all of the provisions of Section A, Paragraphs
1 through 5, and all of the provisions of Section B, Paragraphs 1 through 10,

This instrument was drafted by:
EVANS PRODUCTS COMPANY
3355 Hiawatha Ave. South
Minneapolis, Minnesota 55406

Tax statements should be sent to:
Mr. and Mrs. Ralph I. Twing
1604 Hope Space # 4
Klamath Falls, Oregon 97501

(which provisions are printed on the reverse side hereof) are hereby incorporated herein and the parties hereto
agree to be bound thereby as though fully set forth herein.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address
set forth above.

Signature of Trustor

STATE OF ~~CALIFORNIA~~ Oregon }
COUNTY OF KLAMATH } SS.
On SEPTEMBER 14, 1973 before me, the under-
signed, a Notary Public in and for said County and State,
personally appeared Ralph I. Twing and
Marian Twing, husband and wife

_____, known to me
to be the person, s whose name they subscribed to the with-
in instrument and acknowledged that they executed the
same.

Ralph I. Twing
Marian Twing

Commenced copy July 25, 1975
Name (Typed or Printed)
Notary Public in and for said County and State

Ralph I. Twing
Marian Twing

WHEN RECORDED RETURN TO:
Evans Products Company
3355 Hiawatha Avenue South
Minneapolis, Minnesota 55406



FOR NOTARY SEAL OR STAMP

~~13230~~

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

12. Trustee shall at all times, at the cost and expense of Trustor, keep all of the aforementioned property of an insurable nature constantly insured against loss or damage by fire, lightning, explosion, tornado, wind storm, and against such other risks and hazards as is customarily required by Beneficiary under deeds of trust covering similar properties in this locality, and against such other risks as may be deemed necessary by Beneficiary, and shall cause to be procured and pay for all necessary and adequate security hereby. Such insurance shall be in companies satisfactory to the Beneficiary, and all such policies of insurance shall be so written as to make any loss occurring thereunder payable by standard ratings, rates and terms thereto to the Beneficiary, irrespective of, and without any claim being invalidated by, the death of Trustor, and shall include, in addition, at the cost and expense of the Trustor, such public liability, workmen's compensation, and other insurances as Beneficiary may reasonably desire, insuring the Trustor and the Beneficiary against liabilities, claims, damages, and losses to persons and property arising by reason of construction on, or use of, the said premises, and the maintenance or arising by reason of the conduct and operation of the Trustor on said property.

b. IT IS MUTUALLY AGREED THAT:

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

5; that on any time or from time to time, without liability therefor, and without notice, upon written request of beneficiary and presentation of this Deed, and said note, for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, trustee may: (a) convey any part of said property; consent to the making of any map or plat thereon; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

15. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness due by Trustor to or for the benefit of Beneficiary, to apply the rents, issues and profits to such debts, and to retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to any lien or claim of any person, take possession of said property or any part thereof, in his own name, use 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, to the payment of such debts, and to the satisfaction of such claims. The amount of property and in such case as Beneficiary may determine, the amounting upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any such default or failure of Trustor to perform his obligations hereunder, and upon notice of default hereunder, to evaluate any and all sums payable to or for the benefit of Beneficiary.

After the lapse of such time as may then be required by law following the recording of said notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said prop-

(4) To pay, at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water rights; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs fees and expenses of this Trust.

(5) To pay immediately and without demand all sums so expended by beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

After deducting all costs, fees and expenditures of Trustee and of this Trust including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in payment of all sums expended under the terms hereof; not then repaid, with accrued interest at seven per cent per annum; all of the sums then secured hereby; and the remainder, if any, to the person or persons beneficially entitled thereto.

(B) Beneficiary or his successor in interest hereby empowered to receive from Trustee or the person so requesting those amounts provided for in Section 2954 Civil Code for a statement regarding the obligation or obligations secured by this Deed of Trust, in the manner provided for in said Section.

(10) Trustee, except this Trust when this Deed of Trust, 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(10) Trustee accepts this Trust when this Deed of Trust, 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 Trustor, beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE - To be used only when note has been paid.

Date _____ 19____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designed by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

C O P Y

DO NOT LOSE OR DESTROY THE DEED OF TRUST AND NOTE WHICH IT SECURES. BOTH MUST BE DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

Filed for record on 08/08/2014

this 1st day of OCTOBER A. D., 1973 at 11:07 o'clock AM., and duly recorded in
Vol. M 73 of MORTGAGES on Page 13229

FEE \$ 4.00

WM. D. MILNE, County Clerk

By Hazel & Hazel deputy

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