

90987

Vol. *74* Page 8652

Filed for Record at Request of

Return to 28-7422 cop

Name CIT FINANCIAL SERVICES

Address P. O. BOX 1660

City and State KLAMATH FALLS, OREGON 97601

THIS SPACE PROVIDED FOR RECORDER'S USE.

STATE OF OREGON,
County of Klamath

Filed for record at request of

TRANSAMERICA TITLE INS. CO.

on this 1st day of JULY A.D. 1974

at 10:50 o'clock A.M. and duly

recorded in Vol. M 74 of MORTGAGES

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Wm D. MILNE, County Clerk

By *Wm D. Milne*

Fee \$ 2.00

DEED OF TRUST

BENEFICIARY: CIT FINANCIAL SERVICES, INC.

ADDRESS: P. O. BOX 1660, KLAMATH FALLS, OREGON 97601

GRANTOR (1): *JAMES O. BAKER*

GRANTOR (2): MARY BAKER

ADDRESS: P. O. BOX 524, BLY, OREGON 97602

GRANTOR (3):

NAME OF TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY

ADDRESS: 600 Main, K. Falls, Oregon 97601

LICENSE NO.

AGE 48

AGE 43

BRANCH

48207

LOAN NO.

16-4041

DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT	DATE OF FINANCIAL STATEMENT
7-9-74	7-15-74	36	\$ 164.00	\$ 164.00	8-9-74	7-9-77	
ACCOUNT FINANCED	FINANCE CHARGE		ANNUAL PERCENT AGE RATE				
\$ 4488.71	\$ 145.79	\$ 5004.00	18.76%			\$ 106.27	

THIS DEED OF TRUST SECURED 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, place 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 the value indicated in Oregon County of Klamath

Rly 1st Edition West Half of Lot 6 and all of Lot 7 Block 16
Bly 1st Edition East Half of Lot 6 Block 16

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, fees and assessments that may accrue against the above described property and shall maintain insurance on such home and amount as may be satisfactory to the Beneficiary in said Beneficiary's favor, and in default thereof Beneficiary may cause to be insured and pay or cause to be insured and pay or cause to be insured and pay or cause to be insured and pay in its own name or pay such loss, loss or assessment. The premium, tax, fee or assessment paid shall be immediately reimbursed by Trustor to Beneficiary.

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 Trustor shall sell for lawful money of the United States, the property then subject to this Deed of Trust, in whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of Oregon, as to the time of such sale, and if in separate parcels, in such order as Beneficiary may direct a public auction in the hands of a Trustee for each in lawful money of the United States, payable at the time of sale. Trustor agrees to execute and deliver to the Trustee a deed of conveyance of the property to be sold at the time and place of sale and from time to time thereafter may postpone and delay by public and announcement at the time fixed by the preceding postponement. Trustor shall apply the proceeds of sale to payment of all sums then secured hereby and the remainder, if any to the person or persons legally entitled thereto.

Beneficiary may, without the assent of Trustor and for any reason, be substituted in writing by a successor to any Trustee named to receive and hold the property, 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 HEREBY CERTIFY THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE, HEREUNDER BE MAILED TO HIM AT THIS ADDRESS HEREBEFORE SET FORTH.

Signature of Trustor

*Jim O. Baker**Mary Baker*

STATE OF OREGON

COUNTY OF *Klamath*

Before me (OFFICIAL SEAL)

LA 119 277

Notary Public for Oregon
My commission expires

7-9-74
Personally appeared the above named *JIM O. BAKER* and *MARY BAKER*
and acknowledged the foregoing instrument to be
voluntary act and deed

Richard J. Wickline
RICHARD J. WICKLINE
NOTARY PUBLIC - OREGON

My Commission Expires *10-14-75*

JUL 16 10 50 AM 1974

JUL 16 11 54 AM 1974