Vol. 74 Page 9310 STATE OF OREGON,) 91513 County of Klamath Filed for record at request of: TRANSAMERICA TITLE INS. on this _30th _day of ____JULY ____ A. D., 19.74 Filed for Record at Request of 28-7486 at 3:56 o'clock P. M. and duly recorded in Vol. .M. 7l. ... of MORTCAGES Page 9310 Name CIT Financial Services WM. D. MILNE, County Clerk Address 432 So. 7th By Alas City and State Klemath Falls, Oregon 97601 **DEED OF TRUST** BENEFICIARY: CIT FINANCIAL SERVICES, INC. LICENSE NO ADDRESS: 432 So. 7th, Klamath Falls, Oregon 97601 AGE: 27 GRANTOR (1): Ralph L. Williams 16-4071 48207 AGE: 23 GRANTOR (2): Victoria D. Williams ADDRESS: 120 Carroll St., Klamath Falls, Oregon 97601 GRANTOR (3): NAME OF TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY ADDRESS: 600 Main, Klamath Falls, Oregon 97601 7-29-78 **427-23-7**4 8-29-74 7-29-74 \$181.84 \$ 151.00 48 ANNUAL TOTAL OF FINANCE **?** PERCENT. CHARGE AGE RATE 7 \$ 2138.41 \$ 7278.84 TIPE INSURANCE PREMIUM 18.00% \$ 5140.43 当 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 Lot 2 N 10 F Lot 3 Block 6 Lakeside 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 across 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 detault thereof Beneficiary may that is not obligated to do so and without valving 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 immediately teimbursed 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 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 narcels, 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, in such order with the provisions of the laws of the bighest bidder for cash in lawful money of the United States, payable at the as Beneficiary may direct, a public auction to the highest bidder for cash in lawful money of the United States, payable at the asle of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and piace of sale, and from time to time thereafter may postpone such sale by public oral announcement at the time fixed by the proceeding postponement. Trustee 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 concurrence of Truster 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. Managed Andrews A Company 19 74 July 130 29 STATE OF OREGON Personally appeared the above named Ralph And Malit and acknowledged the foregoing instrument to COUNTY OF Klamath RICHARD J. WICKLINE voluntary act and deed, Before me: (OFFICIAL SEAL) NOTARY PUBLIC - OREGON Notary Public for Oregon LA119 2/72 My Commission Expires 10-1475 A STATE OF THE STA