

93659

Vol. 74 Page 13105STATE OF OREGON,
County of Klamath } ss.

Filed for Record at Request of

Filed for record at request of:
TRANSAMERICA TITLE INS. COon this 7th day of OCTOBER A. D., 1974
at 10:55 o'clock A. M. and duly
recorded in Vol. M 74 of MORTGAGES
Page 13105

Name CIT FINANCIAL SERVICES

Address P.O. BOX 1660

WM. D. MILNE, County Clerk

City and State KLAMATH FALLS, OREGON 97601

Fee \$20.00 By W. D. Milne Deputy.

DEED OF TRUST

BENEFICIARY: CIT FINANCIAL SERVICES, INC.
ADDRESS: 432 S 7TH ST. KLAMATH FALLS, OREGON

LICENSE NO.

GRANTOR (1): DON N. STARKWEATHER 526-42-2574 AGE 37
GRANTOR (2): CAROL STARKWEATHER AGE 37
ADDRESS: 2007 CARLSON DR, KLAMATH FALLS, OREGON 97601
GRANTOR (3):

BRANCH 48207 LOAN NO. 16-4217

NAME OF TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY
ADDRESS: 600 MAIN, KLAMATH FALLS, OREGON 97601

DATE OF THIS LOAN	DATE FINANCE CHARGE BEGINS (OR DATE OF OTHER PAYMENTS)	NUMBER OF MONTHLY PAYMENTS	AMOUNT OF PAYMENT	AMOUNT OF PAYMENT	DATE OF NEXT PAYMENT	OTHER PAYMENTS (DATE AND AMOUNT)	DATE OF FINAL PAYMENT
9-30-74	10-1-74	36	\$ 125.15	\$ 110.00	11-14-74	14	10-14-77
AMOUNT FINANCED	FINANCE CHARGE		ANNUAL PERCENT AGE RATE				
\$ 2937.99	\$ 1037.16	\$ 3975.15	20.54				\$ 71.28

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 12 in Block 4 of FIRST ADDITION TO CATHLAMET PLAT, Klamath County, Oregon.

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 and to 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 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 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, in such order as Beneficiary may direct, a public auction to the highest bidder for cash in lawful money of the United States, 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 at the time fixed by the preceding 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 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

Don N. Starkweather Carol B. Starkweather

STATE OF OREGON

COUNTY OF KLAMATH

Before me: (OFFICIAL SEAL)

LA119 2/72

Notary Public for Oregon
My commission expires:

4-30-1974
Personally appeared the above named DON N. STARKWEATHER and CAROL B. STARKWEATHER
and acknowledged the foregoing instrument to be
voluntary act and deed.

Richard J. Winkler
NOTARY PUBLIC
10-19-75