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## TRUST DEED TO CONSUMER FINANCE LICENSEE

, 19 75 , between 38-9175 24th ..., as Grantor, day of .... THIS TRUST DEED, made this . as Trustee, Geraldine S. Clark Transamerica Title Colmany , as Beneficiary, Moter Investme t Comany and ....

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property Klamath County, Oregon, described as:

All that part of Lots 7 and 8 in Block 62 in Nichols Addition to THE CITY OF KLAMATH FALLS, Oregon described as follows:

Beginning at the most Northerly corner of lot 8 of Block (2; thence

Southerly along the Scutherly line of Grant Street, 85 feet; thence

Southeasterly at right angles to Grant Street 60 feet; thence

Northeasterly and parallel with Grant Street 85 feet to the Westerly line of 10th street; thence

Northwesterly along the Westerly line of 10th Street, 60 feet to the point of beginning.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all tixtures now or hereafter attached to or used in connection with said real estate, and all tixtures now or hereafter attached to or used in connection with said real estate, FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and also securing

the payment of the sum of \$...3493.45......this day actually loaned by the beneficiary to the grantor for which sum the grantor 

has given his note or even date payable with interest to the beneficiary in add of July. 19.75 and sub-each, the first installment to become due and payable on the 20 day of July paid; the final installment on said note in the sequent installments on the same day of each month thereafter until said note is fully paid; the final installment on said note in the

sequent installments on the same day of each month thereafter until said note is tully paid; the final installment on said note in the sum of \$ 129.38 ... will become due and payable on June 20 ... 19.78 ...; said note bears interest at the following rates: Three percent per month on that part of the unpaid principal balance of said note not in excess of \$300, one and three-quarters percent per month on that part of the unpaid principal balance of said note in excess of \$100, but not in excess of and one-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$100, but not in excess of and one-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$100, but not in excess of \$5000. All installments include principal and interest and, as paid, shall be applied first to interest and then to unpaid principal; prepayment of said note in full or in part may be made at any time.

To protect the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor agrees;

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restor promptly and in good and workmanlike manner any building or improvement which may be constructed, damagr: destroyed thereon, and pay will lews, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary or requires and to pay for its property in the control of the property in the control of the property in the property i

a. To provide and continuously maintain insurance on the buildings mow or hereafter erected on the said premises against loss or damage by fire with ortended coverage in an amount not less than \$\frac{3}{2}\$. The provided in the property of the provided in the provided provided in the provided in the provided in the provided in the provided provided provided in the provided provided

truthlulness thereof.

9. Upon any default by grantor hereunder, beneficiary may at any time without colice, either in person, by agent or by a receiver to be aptime without colice, without regard to the adequacy of any security for pointed by court, and without regard to the adequacy of any security for indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for unpaid, and apply the same, issues and profits, including those past due and unpaid, and apply the same, and the profits, including those past due and unpaid, and apply the same, the profits including those past due and unpaid, and apply the same, the profits including those past due and unpaid, and apply the same, the profits including those past due and unpaid, and apply the same, the profits in the defermine of a said property, the

issues and prolits, including those past due and unpaid, and apply the same, issues and prolits, including those past due and unpaid, and apply the same, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

10. The entering upon and taking possession of said property, the collection of such rents, issues and prolits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage to the insurance policies or compensation or awards for any taking or damage to the property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or pursuant to such control.

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The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a title insurance company authorized to insure title to real property of this state, its subsidiaries, cifillates, agent or branches.

The licensee is always the beneficiary. This form not suitable for forms loss than \$2,000 or in excess of £5,000.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever delend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)\* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below).

(b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. x Gualdine S

\* IMPORTANT NOTICE: Dolete, by lining out, whichever warranty (a) or (b) is

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r applicable; if warranty (a) is applicable and the beneficiary is a creation such word is defined in the Truth-in-Lending Act and Regulation Z, the neficiary MUST comply with the Act and Regulation by making required closures; for this purpose, use Stevens-Ness Form No. 1314, or equivalent, compliance with the Act not required, disregard this notice. Moreover: if, compliance with the Act and Regulation, the grantor has the Right of Resistant to the above Act and Regulation, the grantor has the Right of Resistant, use Stevens-Ness Forms No. 1301 and No. 1303, or equivalent.			
OFFICIAL SEAL ANN M. DIMASSA NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY MyCommission Expires Sept 7, 1976  On June 30, 1975 State, personally appeared Geraldine S. Clark  Defore me, the undersigned, a Notary Public in and for said duly sworn, ormer is the latter is the corporation, reporate seal			
to be the person — whose name is subscribed to the within instrument and acknowledged that she  OFFICIAL SEAL ANN M. DIMASSA WITNESS my hand and official seal.  Signature — M. DiMassa  Ann M. DiMassa			
TRUST DEED  TO  CONSUMER FINANCE LICENSEE    FORM No. 940			
To be used only when obligations have been poid.  To:  Trustee  The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been tully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith tegether with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to			
DATED:			

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