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7762

THIS SPACE PROVIDED FOR RECORDER'S USE

Filed for Record at Request of 38-9212

Name CIT Financial Services

Address 432 So 7th

City and State Klamath Falls, Ore 97601

DEED OF TRUST

BENEFICIARY: CIT FINANCIAL SERVICES, INC.

ADDRESS: 432 So 7th Klamath Falls, Ore

LICENSE NO.

AGE 32

BRANCH 1261

LOAN NO. 15393440

GRANTOR (1): James A. CARTER

GRANTOR (2): Janet CARTER

ADDRESS: 5418 Shasta Way Klamath Falls, Ore 97601

GRANTOR (3):

NAME OF TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY
ADDRESS: 600 Main Klamath Falls, Ore 97601

DATE OF THIS LOAN	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF THIS LOAN	NUMBER OF MONTHLY PAYMENTS	AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DUE DATE FIRST PAYMENT	OTHER PAYMENTS DUE SAME DATE EACH MONTH	DUE DATE FINAL PAYMENT
7-2-75	7-8-75	48	\$ 152.12	\$ 130.00	8-18-75	18th	7-18-79
AMOUNT FINANCED	FINANCE CHARGE	TOTAL OF PAYMENTS	ANNUAL PERCENT-AGE RATE	LIFE INSURANCE PREMIUM			
\$ 4425.54	\$ 1336.58	\$ 6262.12	18.00 %	\$ 149.76			

THIS DEED OF TRUST SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 20,000.00

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

The North one half of Tract No. 1 and a portion in the Northwest corner of Tract No. 2, described as follows: See Attached
All that portion of Tract No 2 of VICTORY ACRES, More particularly described as follows: See Attached

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 said 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

James A. Carter

Janet A. Carter

STATE OF OREGON

COUNTY OF Klamath

SS.

July 2, 1975
Personally appeared the above named JAMES A. CARTER JANET CARTER
and acknowledged the foregoing instrument to be
voluntary, act and deed

Before me: (OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

LA119 2/72

RICHARD WICKLINE
NOTARY PUBLIC - OREGON
My Commission Expires 10-14-75

7763

CIT FINANCIAL SERVICES
432 So. Seventh St., P.O. Box 1000, Klamath Falls, Oregon 97603

July 9, 1975

RE: JAMES A. CARTER REALESTATE DESCRIPTION.

The following described real property in Klamath County, Oregon:

PARCEL 1

The North one half of Tract No. 1 and a portion in the Northwest corner of Tract No. 2, described as follows:

Beginning at the Northwest corner of said Tract No. 2; thence East along the North line of said tract, 43 feet; thence South at right angles to said North line 72.0 feet, more or less, to the North line of Enterprise Irrigation ditch shown on said recorded plat; thence Northwesterly along said North line of ditch to the West line of said Tract and along the West line of said Tract No. 2, 53.0 feet, more or less, to the point of beginning.

EXCEPTING the West 8.8 feet of the N $\frac{1}{2}$ of Tract 1.

ALL OF THE ABOVE BEING IN VICORY ACRES.

PARCEL 2

All that portion of Tract No. 2 of VICORY ACRES, more particularly described as follows:

Beginning at the Southwest corner of said Tract No. 2 and running thence East along the South line of said Tract, 43 feet; thence North, parallel with the West line of said tract, 305.0 feet, more or less, to the Southerly line of the irrigation ditch, as now constructed; thence Northwesterly along the Southerly line of said ditch to the Westerly line of said Tract No. 2; thence South along the Westerly line of said tract 321.0 feet, more or less, to the place of beginning, being the West 43 feet of said Tract No. 2 lying South of the irrigation ditch.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins.
this 9 day of July A. D. 1975 at 3:45 o'clock P. M., and
duly recorded in Vol. M-75, of mortgages on Page 7762
Wm D. MILNE, County Clerk

By Hazel D. Dugan

4.00

After recording return to:
1st 9th
2943
CIT

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

Notary Public
My commission expires

OFFICIAL SEAL