

40385

40098

Vol. 77 Page 24137

Vol. 77 Page 23726

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 7th day of December, 1977

at 3:34 P.M. and duly

recorded in Vol. 77 of MORTGAGES  
Page 23726

WILLIAM L. H. LINE, County Clerk

By Bernard H. Litch Deputy

Fee \$ 3.00

Filed for Record at Request of

Return:

Name CIT FINANCIAL SERVICES

Address 432 SO. SEVENTH ST.,

City and State KLAMATH FALLS, OREGON 97601

38-13762

## DEED OF TRUST

|  |                         |  |                          |  |                    |
|--|-------------------------|--|--------------------------|--|--------------------|
| NAMES AND ADDRESSES OF ALL GRANTORS  |                         | BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.               |                          | LICENSE NO   |                    |
| GRANTOR (1): ELMER LEE GOUKER  |                         | ADDRESS: 432 So. Seventh St.                               |                          | BRANCH NO  |                    |
| GRANTOR (2): GRACE GOUKER  |                         | Klamath Falls, Oregon 97601                                |                          | 1261   |                    |
| ADDRESS: 3939 Bisbee   |                         | TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY              |                          |  |                    |
| Klamath Falls, Oregon 97601  |                         | ADDRESS: 600 Main St., K. Falls, Oregon 97601              |                          |  |                    |
| GRANTOR (3):   | LOAN NUMBER             | DATE DUE EACH MONTH  | DATE OF LOAN             | Date Finance Charge begins to accrue if other than date of transaction | TOTAL OF PAYMENTS  |
|  | 15404593                | 11   | 12/2/77                  | 12/7/77  | \$7629.46          |
| DATE FIRST PAYMENT DUE   | AMOUNT OF FIRST PAYMENT | OTHER PAYMENTS DUE EACH SUCCEEDING MONTH ON DUE DATE ABOVE | AMOUNT OF OTHER PAYMENTS | DATE FINAL PAYMENT DUE   | NUMBER OF PAYMENTS |
| 1/11/78  | \$ 136.46               |  | \$ 127.00                | 12/11/82   | 60                 |
| AGREED RATE OF CHARGE:   |                         | AMOUNT FINANCED  |                          |  |                    |
| <input type="checkbox"/> 3% per month on that part of the unpaid amount financed not in excess of \$300, 1 1/4% per month on that part of the unpaid amount financed in excess of \$300 but not in excess of \$1,000, and 1 1/4% per month on that part of the unpaid amount financed in excess of \$1,000 but not in excess of \$5,000. |                         | \$ 4981.23   |                          |  |                    |
| <input checked="" type="checkbox"/> 1 1/4% per month on the unpaid amount financed.  |                         |  |                          |  |                    |

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 is located in the County of Klamath, Oregon, and is more particularly described as follows:

The South half of Lot 5 in Block 1, of SECOND ADDITION TO ALTAMONT ACRES, Klamath County, Oregon.

The real property described herein is not presently used for agriculture, timber, or grazing purposes.

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, and the amount so paid with interest at the rate set forth above shall be added to and become part of the obligation secured by this Deed of Trust.

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, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale, and from time to time thereafter may postpone such sale by public oral announcement at the time and place of sale, and 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

Elmer Lee GoukerGrace Gouker

STATE OF OREGON

COUNTY OF KLAMATH SS.

Before me: (OFFICIAL SEAL)

82-1538 (3-75) OREGON

Notary Public for Oregon  
My commission expires:DEC 2, 1977  
Personally appeared the above named Elmer Lee Gouker  
and acknowledged the foregoing instrument to be  
voluntary act and deed.RICHARD J. WICKLINE  
NOTARY PUBLIC - OREGON

My Commission Expires 10-26-79

4002822  
403322

RE-RECORDED TO CORRECT RECORDING TIME:-

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
filed for record

Filed for record at request of

This 13th day of DECEMBER A. D. 1947 at 4:33 o'clock P. M., and  
duly recorded in Vol. M77 of NORTHAMPTON

duly recorded in Vol. M77, of MORTGAGES on Page 21137

NO FREE

Wm D. MILNE, County Clerk

Wm D. MILNE, County Clerk  
By Hazel Brazil