

11628

MT-4752
 U.S. Creditcorp Vol. 78 Page 733

DEED OF TRUST

78 JAN 12 AM 9 33

Date January 9, 1978
Grants Pass, Oregon

Grantor ("Owner"): Patricia I Warner who took title
as Patricia I Frankenbery Address: 313 Verna Lane
Grants Pass, Oregon 97526

Beneficiary ("Lender"): U.S. CREDITCORP, an Oregon Corporation Address: 9340 S.W. Beaverton Highway
Suite 5, Beaverton, Oregon 97005

Trustee: Mountain Title Company Address: 407 Main
Klamath Falls, Oregon 97601

1. Owner irrevocably grants, bargains, sells and conveys to Trustee, in Trust, with power of sale, the following "Property" in Klamath County, State of Oregon, including all improvements now and hereafter erected thereon:

Lots 65 and 66 of BALSIGER TRACTS, according to the official plat thereof,
on file in the office of the County Clerk of Klamath County, Oregon.

The Property is not currently used for agricultural, timber or grazing purposes.

2. This Deed of Trust ("Trust Deed") secures the repayment of all amounts owed on a loan evidenced by a promissory note ("Note") signed by Patricia I Warner ("Borrower") which is payable to Lender. The Note is dated January 9, 1978, and the original Loan Amount is \$ 30,169.00. The interest rate charged on the Note is:

- ☒ a. 15.0 % per year on the unpaid part of the Loan Amount.
☐ b. _____ % per year on the unpaid part of the Loan Amount that is not over \$300,
 _____ % per year on the unpaid part of the Loan Amount that is over \$300 but not over \$1,000,
 and _____ % per year on the unpaid part of the Loan Amount that is over \$1,000 but not over \$5,000.

The scheduled payments on the Note are: 180 monthly payments of at least \$ 422.24, until the entire Loan Amount, with interest, is paid; the first payment is due on February 12, 1978 and the final payment of the entire unpaid Loan Amount, with interest, is due on the maturity date, which is January 12, 1993, or _____.

Lender may without notice renew or extend the Note, and this Trust Deed shall secure all such extensions and renewals, whether or not the extensions and renewals are longer than the original period of the Note.

3. Owner agrees to perform all acts necessary to insure and preserve the value of the Property and Lender's interest in it, including but not limited to the following acts:

3.1 Owner will keep the Property in good condition and repair. Unless Lender expressly waives the requirement in writing, Owner will insure the Property by policies payable to Lender under Lender's loss payable endorsement, for fire and extended coverage, and also against all other risks that Lender may require. The amount of insurance must be enough to pay 100% of any loss, up to the balance owed on the loan, despite the effect of any co-insurance clause. Owner will provide Lender with proof of such insurance satisfactory to Lender. Lender may examine and inspect the Property at any time.

3.2 Owner will not sell or otherwise transfer any interest in the Property, or offer to do so, without Lender's written consent.

3.3 Owner will pay all taxes, assessments, liens, and other encumbrances on the Property which might take priority over this Trust Deed when they are due.

4. If Owner fails to perform any of the agreements made in Section 3, Lender may pay for the performance of the agreements and add the cost to the Loan Amount, on which interest is calculated. Owner will pay Lender the costs immediately or in increased payments whichever Lender demands.

5. The following are events of default under this Trust Deed:

5.1 The promised payment amounts on the Note are not paid by the promised payment dates, or there is a failure to perform any agreement in the Note.

5.2 Owner fails to perform any of the agreements made in Section 3 whether or not Lender has paid for the performance of the agreement.

5.3 There is a default under any other agreement that secures the Note.

5.4 Any signer of this Trust Deed or any signer of the Note misrepresented or falsified any material fact in regard to either the Property, the financial condition of any signer of the Note or any guarantor or surety for the Note, or the application for the loan evidenced by the Note.

5.5 The Property is damaged, destroyed, sold, levied upon, seized, attached, or is the subject of any foreclosure action.

5.6 Any signer of this Trust Deed, any signer of the Note, or any guarantor or surety for the Note, dies, becomes insolvent, makes an assignment for creditors or is the subject of any bankruptcy or receivership proceeding.

5.7 Any partnership or corporation that has signed the Note or this Trust Deed, or is a guarantor or surety for the Note, dissolves or terminates its existence.

6. After default, Lender may take any one or more of the following actions at Lender's option, without notice to Owner:

6.1 Lender may continue to charge interest on the unpaid Loan Amount at the rate of interest specified in Section 2 above.

6.2 Lender may declare the entire unpaid amount owed on the loan, including interest, to be due and payable immediately.

6.3 Lender may, with respect to all or any portion of the Property, exercise the right to foreclose this Trust Deed.

6.3.1 In accordance with applicable law, Lender may proceed to foreclose this Trust Deed by advertisement and sale, or foreclose this Trust Deed by suit in equity in the manner provided by law.

6.3.2 If Lender forecloses by advertisement and sale, Lender or the Trustee shall execute and record its written notice of default and its election to sell the Property to satisfy the amount owed on the Note, whereupon the Trustee shall fix the time and place of sale, give notice thereof, and otherwise proceed to foreclose this Trust Deed by advertisement and sale in the manner provided by applicable law.

6.3.3 If proceedings are commenced to foreclose this Trust Deed by advertisement and sale then, at any time prior to five days before the date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by applicable law may pay to Lender the entire amount then due under the terms of the Note and this Trust Deed, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the Trustee.

6.3.4 If Owner fails to cure the default as provided in 6.3.3 above, the Trustee may sell the Property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the Property so sold, but without any covenant of warranty, express or implied. Any person, excluding the Trustee, but including Owner and Lender, may purchase at the sale.

6.4 Lender may, by agent or by court-appointed receiver, enter upon, take possession of and manage the Property, and collect the rents from the Property, provided the Property is not then the farm lands or homestead of Owner. Lender shall be entitled to appointment of a receiver, whether or not the apparent value of the Property exceeds the amount that is owed on the Note and this Trust Deed. The receiver shall serve without bond if the law permits it.

6.5 Owner will be liable for all costs and disbursements Lender may be entitled to by law in connection with any action, suit, or proceeding to collect any amount owner owes, or to foreclose upon the Property.

6.6 If Lender refers the Note or this Trust Deed to a lawyer who is not Lender's salaried employee, Owner will pay Lender reasonable fees that Lender actually pays the lawyer, including any for appeals.

6.7 Prior to a sale of the Property by the Trustee or a sale under a judicial foreclosure, Lender may sue for and recover from Borrower the amount owing under the Note.

7. The rights of Lender under this Trust Deed are, in addition to Lender's rights under any other agreements or under the law, Lender may use any combination of those rights.

8. Lender is not required to give Owner any notice, except notices that are required by law and cannot be given up by Owner. Any notice Lender must give to Owner will be considered given when mailed to Owner at the address shown as "Owner's address" above. Except in situations for which a longer notice period is specifically provided by law, Owner agrees that 10 days notice is reasonable notice.

9. Lender may require Owner to perform all agreements precisely and on time, even if Lender may at other times have given Owner extra time or may not have required precise performance.

10. When all sums secured by this Trust Deed are paid Lender shall request Trustee to reconvey the Property to Owner. Trustee shall reconvey the Property without warranty and without charge to the person legally entitled thereto. However, such person shall pay all fees for filing the reconveyance.

11. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Note. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Owner and Lender in connection with the condemnation. If any proceedings in condemnation are filed, Owner shall promptly take such steps as may be necessary to defend the action and obtain the award.

12. Special provisions (if any):

None

Patricia I. Warner
Patricia I. Warner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Josephine)

January 9, 1978

Personally appeared the above-named Patricia I. Warner
and acknowledged the foregoing instrument to be her voluntary act.

Before me:

Dorothy Fuller
Notary Public for Oregon
My commission expires: 12-19-80

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Josephine)

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of January, A.D., 19 78 at 9:33 o'clock A M., and duly recorded in Vol. M78 of Mortgages on Page 733.

FEE \$6.00

WM. D. MILNE, County Clerk
By *Bonnie D. Selich* Deputy

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Josephine)

1978

Personally appeared the above-named _____, who, being duly sworn, did say that _____ is a general partner of _____ a partnership, and acknowledged that said instrument was executed freely and voluntarily on behalf of said partnership, and by authority thereof.

Before me:

Notary Public for Oregon
My commission expires:

NOTE: Do not use this mortgage to secure loans of less than \$2,000.00, which bear interest at a rate in excess of 10% per year. After recording return to: U.S. Creditcorp, 9340 S.W. Beaverton Highway, Suite 3, Beaverton, Oregon 97005

6.3.3 If proceedings are commenced to foreclose this Trust Deed by advertisement and sale then, at any time prior to five days before the date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by applicable law may pay to Lender the entire amount then due under the terms of the Note and this Trust Deed, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the Trustee.

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Patricia I. Warner
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STATE OF OREGON)
) ss.
County of Josephine)

January 9, 19 78

Personally appeared the above-named Patricia I. Warner
and acknowledged the foregoing instrument to be her voluntary act.

Before me:

Dorothy Tucker
Notary Public for Oregon
My commission expires: 12-19-80

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STATE OF OREGON)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

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FEE \$6.00

WM. D. MILNE, County Clerk
By *Barbara D. Helich* Deputy

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)

) ss.

County of _____)

19 _____

Personally appeared the above-named _____, who, being duly sworn, did say that _____ is a general partner of _____ a partnership, and acknowledged that said instrument was executed freely and voluntarily on behalf of said partnership, and by authority thereof.

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