

43349

Filed for Record at Request of

Name CIT Financial ServicesAddress 432 So. Seventh StreetCity and State Klamath Falls, Oregon 97601

THIS SPACE PROVIDED FOR RECORDER'S USE.

DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS		BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.		LICENSE NO	
GRANTOR (1):	<u>Charles E. Hacker</u>	AGE <u>46</u>	ADDRESS <u>432 So. Seventh St.</u>		BRANCH NO
GRANTOR (2):	<u>Grace Hacker</u>	AGE <u>47</u>	<u>Klamath Falls, Oregon 97601</u>		<u>1261</u>
ADDRESS:	<u>3441 Summers Lane</u>		TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY		
	<u>Klamath Falls, Oregon 97601</u>		ADDRESS <u>600 Main St., Klamath Falls, Oregon</u>		
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	NUMBER OF PAYMENTS
<u>12374237</u>	<u>04</u>	<u>2/15/78</u>	<u>2/21/78</u>	<u>\$ 6329.81</u>	<u>36</u>
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	AMOUNT FINANCED
<u>04/04/78</u>	<u>\$ 204.81</u>		<u>\$ 175.00</u>	<u>03/04/81</u>	<u>\$ 4805.22</u>
AGREED RATE OF CHARGE:					
<input type="checkbox"/> 9% 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.					
<input checked="" type="checkbox"/> 1 1/2% 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 property~~ XXXXXX situated in Oregon, County of Klamath.

See attached description

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

Charles E. Hacker
Grace E. Hacker

STATE OF OREGON

COUNTY OF Klamath

Before me: (OFFICIAL SEAL)

82-1538 (3-75) OREGON

February 15, 1978.
Personally appeared the above named Charles E. and Grace Hacker
and acknowledged the foregoing instrument to be
voluntary act and deed.

Notary Public for Oregon
My commission expires:

Richard J. Wickline
RICHARD J. WICKLINE
NOTARY PUBLIC - OREGON
My Commission Expires 10-26-79

3120

CIT FINANCIAL SERVICES

432 South Seventh Street, P.O. Box 1660, Klamath Falls, Oregon 97601 Phone: (503) 664-7711

A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin on the intersection of the East boundary of Summers Lane and the centerline of Denver Avenue, said point being South 0° 13½' East a distance of 1661.9 feet and South 89° 58' East a distance of 30.0 feet (South 0° 13½' East a distance of 1662.5 feet and North 89° 44½' East a distance of 30.0 feet by recorded legal description) from the Northwest corner of said Section 11; thence North 0° 13½' West along the East boundary of Summers Lane a distance of 131.25 feet to an iron pin; thence South 89° 55½' East (North 89° 47' East by recorded legal description) parallel with the North boundary of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 11 a distance of 190.5 feet, more or less, to the centerline of K.I.D. Drain Ditch 1-C-9-A; thence South 0° 13½' East (South 0° 07' East by recorded legal description) along the centerline of said Drain Ditch and parallel with the centerline of Summers Lane a distance of 131.15 feet to the centerline of Denver Avenue; thence North 89° 58' West (South 89° 44½' West by recorded legal description) a distance of 190.5 feet, more or less, to the point of beginning, less K.I.D. Drain Ditch right of way along the East boundary of the above described tract of land.

EXCEPTING THEREFROM a strip of land 30 feet in width along the South line of said premises to be used for road purposes.

Clara E. Hacker 2/15/78
Clara E. Hacker 2-15-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 17th day of February A. D. 19 78 at 3:31 o'clock P.M., on

fully recorded in Vol. M78, of Mortgages on Page 3119

By Wm D. MILNE, County Clerk
Bernetha H. Letech

Fee \$6.00