

48997

TRUST DEED TO CONSUMER FINANCE LICENSEE
made this 19th

THIS TRUST DEED, made this 19th day of May, 1978, between Robert A. Bergman and Gloria Ann Bergman, as Grantor, Transamerica Title Company, and Suburban Finance Company, as Grantee.

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

Lot 15 Lamron Homes in County of Klamath, State of Oregon

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 fixtures now or hereafter attached to or used in connection with said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of

the payment of the sum of \$ 6,532.96

the payment of the sum of \$ 6,532.86 this day actually loaned by the beneficiary to the grantor for which sum the grantor has given his note of even date payable with interest to the beneficiary in 72 monthly installments of \$ 149.00 each, the first installment to become due and payable on the 1st day of July, 1978 and subsequent installments on the same day of each month thereafter until said note is fully paid; the final installment on said note in the sum of \$ 149.00 will become due and payable on June 1, 1984; said note bears interest at the following rates: If the original amount of said loan is \$5,000, or less, three percent per month on that part of the unpaid principal balance of said note not in excess of \$300, one and three-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$300, but not in excess of \$1,000, and one and one-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$1,000, but not in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000, then instead of the rates of interest just mentioned, the whole amount so loaned shall bear interest at the rate of one and one-half percent per month on its entire principal balance; 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.

The date of maturity of the debt secured by this instrument is the date when the sum of \$ 6,532.86 plus interest becomes due and payable. In the event the said sum of \$ 6,532.86 plus interest is not paid when due, the sum of \$ 6,532.86 plus interest becomes due and payable. In the event the said sum of \$ 6,532.86 plus interest is not paid when due, the sum of \$ 6,532.86 plus interest becomes due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustor, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and payable.

The above described real property ☐ is ☒ is not (state which) currently used for:

To protect the security of this trust deed, I, the trustor, do hereby certify that:

1. To protect the security of this trust deed, I, the trustor, do hereby certify that:

The above described real property ☐ is ☒ is not (state which) currently used for agricultural, timber or grazing purposes.

1. To protect the security of this trust deed, grantor agrees: and repairs; not to remove or demolish said property in good condition not to commit or permit any waste of said building or improvement thereon; 2. To compensate and restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, the beneficiary so requests in executing the financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay the proper public office or offices.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire with extended coverage in an amount not less than \$..... written in companies acceptable to the beneficiary, with loss payable to the latter and to the grantor as their interests may appear; all policies of insurance shall be delivered to the beneficiary as soon as may be insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter in force on said buildings, the beneficiary may procure the same at grantor's expense. Grantor hereby authorizes and directs beneficiary to procure, if procurable, such credit life or credit life and disability insurance; grantor may have authorized to pay the premiums on all such insurance and deduct the amounts so actually paid from the proceeds of the loan. The beneficiary upon any indebtedness secured hereunder insurance policy may be applied for, selected, or any part thereof, or at option of beneficiary, the entire amount so collected shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the beneficiary fail so to preserve the collateral to such loan, the beneficiary shall be liable for the performance of those duties and add the amounts so paid to the pay for unpaid principal balance to bear interest at the rate specified above.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary.

6. To appear in and defend any suit or suits brought by or on behalf of the beneficiary.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee.

It is mutually agreed that:

7. In the event that any portion of all of said property shall be taken under the right of eminent domain, beneficiary shall have the right, if it so elects, to require that all or some portion of the monies payable in compensation for such taking, which are in excess of the amount required to be paid by grantor for costs, expenses and attorneys' fees of the amount required to be paid by the trust proceedings, shall be paid to beneficiary and beneficiary may, to take such actions and execute such instruments as, at his option, he may deem necessary to obtain such compensation, and execute such instruments as, at his option, he may deem necessary to protect himself upon beneficiary's recovery of full reconveyance, for cancellation of the note for written request of beneficiary of the payment of the indebtedness, without allocating the liability (in case of a map or plat of said property) to trustee may (a) consent to a making agreement affecting this deed or the lien or charge thereon; (b) join in granting any encumbrance without warranty, all or any part of the property; (c) join in granting any reconveyance may be described as any part of the property. The grantee in any reconveyance shall recite therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

8. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a court appointed receiver, the Trust.

NOTE. The Trust

10. The entire net proceeds of the sale of the property shall be paid by licensee to an attorney, to be selected by the grantor, for use for agricultural, timber or grazing purposes. Any part thereof secured, entered upon or taken possession of any security for the indebtedness of the grantor, shall be paid to the attorney, to be collected for the issues and profits, including the own name sue for the same, and for the collection of any indebtedness secured hereby, and in such order and apply the same, for reasonable attorney's fees actually paid by licensee to an attorney, beneficiary salaried employee or otherwise.

10. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of insurance policies or compensation or awards for any taking or damage to the property, or the application thereof to the satisfaction of the debt secured hereby, and the payment of default hereunder or the invalidation of any act done or waived by default or notice hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby to be immediately due and payable. In such an event and if the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose a mortgage foreclosure. However if said real property is not so currently used as a mortgage proceeding may proceed to foreclose this trust deed in equity, as a mortgage, in the manner provided by law for deed by advertisement and sale. In the latter event this trust deed in equity shall execute and cause to be recorded his written notice of default and his election to sell the said real property to satisfy the obligations and secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in equity in accordance with the provisions of ORS 86.740 to 86.795.

in the manner provided in ORS 86.740 to 86.795.

11. Should the beneficiary elect to foreclose this trust sale then after default at any time prior to five days before the advertisement and the trustee for the trustee's sale, the grantor or other person so privileged by law to sell the entire amount then due under the terms of the trust deed and the obligation secured thereby, 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.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell said property either subject to the highest bidder for cash, payable at the time of sale, or the trustee shall deliver to the purchaser for cash, payable at the time of sale, Trustee's deed, recitals in the deed of warranty matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

14. When trustee sells pursuant to the power of sale, the trustee shall apply the proceeds of the sale to pay the debt secured by the deed.

14. When trustee sells or conveys any real estate, the trustee shall apply the proceeds of sale pursuant to the powers provided herein, trustee in trust deed, (2) to all persons having recorded liens subsequent to the date of the trust deed and (3) the surplus, if any, to the grantor or to his heirs, assigns and assigns in fee simple.

[illegible]

16. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: 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 the Oregon or the United States, a title insurance company authorized to insure title to real property in this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. The Acceptor is always the beneficiary. This form not suitable for loans less than \$2,000.

For a Mortgage to Consumer Finance Licensee, see Stevens-Ness form No. 951.

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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 defend 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 if 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.

Robert A. Bergman
Gloria A. Bergman

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary should make the required disclosures.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,
County of Klamath) ss.
Personally appeared the above named
Robert A. Bergman and Gloria Ann Bergman
and acknowledged the foregoing instrument to be a voluntary act and deed.



Robert A. Bergman
Notary Public for Oregon
My commission expires: 5-11-82

STATE OF OREGON, County of _____) ss.
Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the later is the secretary of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

TRUST DEED
TO
CONSUMER FINANCE LICENSEE
(FORM No. 943)

Robert A. Bergman
Gloria Ann Bergman
Suburban Finance Company
Grantor
Beneficiary

STATE OF OREGON
County of Klamath) ss.
I certify that the within instrument was received for record on the 25th day of May, 1978, at 3:51 o'clock P.M., and recorded in book M78 on page 11142 or as file/reel number 48997.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne
By *Robert A. Bergman* Recording Officer Deputy
Fee \$6.00
Ret. Suburban Finance
3928 So. 6th St.

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

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 fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together 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: _____
Beneficiary

Do not file or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.