

A-29762

TK 53800

TRUST DEED TO CONSUMER FINANCE LICENSEE

THIS TRUST DEED, made this 15th day of August, 1978, between Roger D. Rose and Connie G. Rose aka Connie T. Rose, as Grantor, Klamath County Title Company, as Trustee, and Motor Investment Company, as Beneficiary,

WITNESSETH:

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

Lots 7, 8, 9 and 10 of Block 21, Second Addition to Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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 grantor herein contained and also securing the payment of the sum of \$ 2584.90 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 42 monthly installments of \$87.56 each, the first installment to become due and payable on the 10th day of September, 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 \$87.56 will become due and payable on February 10th, 1982; 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, 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 not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees: To protect, preserve and maintain said property in good condition and repair; to remove or demolish any building or improvement thereon; to complete or permit the completion of said property; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; 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 \$100,000.

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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 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 licensee is always the beneficiary. This form not suitable for loans over \$2,000. For a Mortgage to Consumer Finance Licensee, see Stevens-Ness form No. 951.

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 hereon. 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.

X Connie G. Rose
X Roger D. Rose

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.

STATE OF OREGON
County of Klamath
Personally appeared the above named Connie G. Rose and Roger D. Rose

STATE OF OREGON, County of _____) ss.
_____, 19____
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, 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.

and acknowledged the foregoing instrument to be a voluntary act and deed.

Notary Public for Oregon
My commission expires: 10-30-80

Belore me:
Notary Public for Oregon
My commission expires: _____

(OFFICIAL SEAL)

TRUST DEED

CONSUMER FINANCE LICENSÉE
ROGER W. ROSE and CONNIE G. ROSE
Motor Investment Company

Grantor
Beneficiary

STATE OF OREGON
County of Klamath

I certify that the within instrument was received for record on the 21st day of August, 1978, at 3:29 o'clock P.M. and recorded in book M78 on page 18305 or as file/record number 53800. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne
Recording Officer
By Pamela A. Helch Deputy
FEE \$96.00
MOTOR INVESTMENT COMPANY
531 S. 6th - P O Box 309
Klamath Falls, Oregon 97601

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: _____, 19____
ROGER W. ROSE and CONNIE G. ROSE
MOTOR INVESTMENT COMPANY
Beneficiary

Do not lose 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.

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