

Vol. M78 Page 28088

THIS SPACE PROVIDED FOR RECORDER'S USE
STATE OF OREGON,
County of Klamath
filed for record at request of

7A38-17134
Filed for Record at Request of

Filed for Record at No. 1

City and State Klamath Falls, Oregon 97601

Address 432 So. Seventh St.

Name [Signature] CIT Financial Services

DEED OF TRUST

TRUST
BENEFICIARY: C.I.T. FIN. CO.
ADDRESS: 432 So. 7th St.
Wenatchee Falls, Ore. 97601
TITLE INSURANCE COMPANY
Wenatchee Falls, Ore. 97601
NUMBER OF
ENTS

NAMES AND ADDRESSES OF ALL GRANTORS:
GRANTOR (1): Richard L. Hamilton
GRANTOR (2): Constance L. Hamilton
ADDRESS: 2615 Ward St.,
Klamath Falls, Ore.

GRANTOR (3):
LOAN NUMBER
27006945

DATE DUE
EACH MONTH
15

DATE OF LOAN
22/11/78

AMOUNT OF
154.00

DATE FINAL
12/15/82

AMOUNT PAID
5242.56

DATE FIRST
PAYMENT DUE

154.00

1/15/79
AGREED RATE OF CHARGE:
 \$100 per month on the

☒ 3% per month on that part of the unpaid amount financed in excess of \$300 but not in excess of \$5,000.
☐ 1 1/2% per month on the unpaid amount financed in excess of \$1,000 but not in excess of \$5,000.

154.00
 GE: that part of the unpaid amount financed not in excess of \$300 but not in excess of \$1,000, and 1 1/4% per month on the unpaid amount financed. \$20,000.00
 THIS DEED OF TRUST SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING
 assigned (all, if more than one) hereafter "Trustor", for the Beneficiary above named, and all future advances to said Beneficiary above stated above, hereby made and said amount stated together with interest on the same and real estate together with
 Klamath

T DUE
 79
 AMOUNT OF FIRST PAYMENT
 \$ 154.00
 RATE OF CHARGE:
 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.
 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 Beneficiary, with power of sale, the following described real estate together with all improvements thereon, which property is situated in Oregon, County of Klamath

ACRES, in the County of Klamath, State of Oregon, and is presently used for agricultural, grazing, or

[illegible]

The $N\frac{1}{2}$ of Tract No. 31, KIELSMETER ACRE TRACTS, in
The real property described herein is not currently used for agricul-
tural purposes.

$\frac{N}{2}$ of Tract No. 31, KIELSMEIER ACRES

e real property described herein is not currently used
umber purposes.

If the Trustor shall fully pay according to its terms the indebtedness hereby secured then this Trust Deed shall become
and void.

rees to pay when due all taxes, liens and assessments that may accrue against the above described property and shall
in such form and amount as may be satisfactory to the Beneficiary in said Beneficiary's favor, and in default
such form is not obligated to do so and without waiving its right to declare a default) effect said insurance in
assessment, and the amount so paid with interest at the rate set forth above shall be added
this Deed of Trust.

any encumber said property, or any part thereof, without the written
shall have the right, at its option, to declare all sums
of any agreement hereunder, al
about demand but upon notice
of the United States with t

[illegible][illegible]

Upon default by Trustor in payment of any indebtedness secured hereby due and payable to Beneficiary, the sums secured hereby shall immediately become due and payable to Trustor. In such event and upon written request of Beneficiary, the property then subject to this Deed of Trust, as a whole or in separate parts, shall be sold by public oral announcement at the provisions of the laws of the State of Oregon, in force at the time of such sale, and if in the United States at the may direct, at public auction to the highest bidder for cash in lawful money of the United States announced at the preceding may postpone the sale of all or any portion of said property by public oral announcement at the time fixed by the preceding persons legally entitled thereto.

Trustee may postpone the sale of all sums then secured hereby, and the remainder, if any, to the person and from time to time thereafter may postpone such sale by public oral announcement at the time fixed by the preceding Trustee shall apply the proceeds of sale to payment of all sums then secured hereby, and the remainder, if any, to the person

any, without the concurrence of Trustor and/or Trustee, at any time and for any reason, by instrument in writing Trustee named herein or acting hereunder, which instrument, when properly acknowledged and filed in any order of the County where said property is situated, shall be conclusive proof of proper substitution hereto, their heirs, legatees, administrators, executors, successors and assigns.

COPY OF ANY NOTICE OF DEFAULT AND OF ADDRESS HEREIN BEFORE SET FORTH.

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 re- corded in the office of the Recorder of the County where said property is situated, shall be conclusive proof of proper substitu- tion 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 AN ADDRESS HEREINBEFORE SET FORTH,

NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS

Signature of Trustor

Constance L. Hamilton

property the provisions of the laws of this State relating to the sale of real property by direct, at public auction or by private contract, shall apply to the sale of all or any part of the property hereinafter described, and the Trustee may postpone the sale of all or any part of the property from time to time thereafter may postpone the sale to payment of all or any part of the proceeds of sale to payment of all or any part of the persons legally entitled thereto.

Nonbeneficiary may, without the concurrence of Trustor and/or Trustee, at any time substitute a successor to any Trustee named herein or acting hereunder, which instrument, recorded in the office of the Recorder of the County where said property is situated, shall be conclusive evidence 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
Constance L. Hamilton

Beneficiary may, without substituting a successor to the Recorder of the office of such successor Trustee, who shall succeed to the position of such successor Trustee, and binds all parties hereto, their heirs, assigns and legal representatives, to execute and record in the office of the Recorder of the County of Los Angeles, a copy of ANY and ALL INSTRUMENTS, including this Deed, which may be required to be recorded in the office of the Recorder of the County of Los Angeles, in order to carry out the purposes of this Deed.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY AND ALL INSTRUMENTS, including this Deed, which may be required to be recorded in the office of the Recorder of the County of Los Angeles, in order to carry out the purposes of this Deed, be mailed to HIM AT HIS ADDRESS HEREIN.

Signature of Trustor

Robert L. Hamilton
Constance L. Hamilton

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OFFICE OF THE CLERK OF THE DISTRICT COURT

STATE OF OREGON
COUNTY OF CLATSOP
PUBLIC

Before me, James M. Smith
(OFFICIAL SEAL)

December 11, 1978

Personally appeared the above named grantors
and acknowledged the foregoing instrument to be their
voluntary act and deed.

James M. Smith
Notary Public for Oregon

My commission expires: October 3, 1981

STATE OF OREGON
COUNTY OF CLATSOP
Before me, John A. Smith
Notary Public for Oregon
My commission expires: December 3, 1981
Personally appeared the above named
and acknowledged the foregoing instrument to be
voluntary act and deed.