

62759

Vol. 79 Page 3828State of Oregon,
County of Klamath] ss.

38-17483

Filed for Record at Request of

BONAYEVMOOER LUUF ROF T

I hereby certify that the within instrument was

received and filed for record on the 20thday of February, 19 79, at 11:12o'clock A M. and recorded on Page 3828in Book M79 Records of Mortgages

of said County.

Name CIT Financial ServicesAddress 432 So. 7th St.City and State Klamath Falls, Ore.

WM. D. MILNE, County Clerk

By Bernice A. Shelsch DeputyFee \$3.00

DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS: GRANTOR (1): <u>John M. Montagner</u> GRANTOR (2): <u>John M. Montagner</u> ADDRESS: <u>1534 Crescent</u> <u>Klamath Falls, Ore.</u>		AGE: <u>30</u> AGE: <u>30</u>	BENEFICIARY: <u>C.I.T. FINANCIAL SERVICES, INC.</u> ADDRESS: <u>432 So. 7th St.</u> <u>Klamath Falls, Ore.</u>	LICENSE NO. <u>1261</u>	
GRANTOR (3):		TRUSTEE: <u>TRANSAMERICA TITLE INSURANCE COMPANY</u> ADDRESS: <u>600 Main St., Klamath Falls, Ore.</u>			
LOAN NUMBER <u>12053492</u>	DATE DUE EACH MONTH <u>20</u>	DATE OF LOAN <u>2/15/79</u>	Date Finance Charge begins to accrue if other than date of transaction <u>2/20/79</u>	TOTAL OF PAYMENTS <u>\$ 10080.00</u>	NUMBER OF PAYMENTS <u>60</u>
DATE FIRST PAYMENT DUE <u>3/20/79</u>	AMOUNT OF FIRST PAYMENT <u>\$ 168.00</u>	OTHER PAYMENTS DUE EACH SUCCEEDING MONTH ON DUE DATE ABOVE	AMOUNT OF OTHER PAYMENTS <u>\$ 168.00</u>	DATE FINAL PAYMENT DUE <u>2/20/84</u>	AMOUNT FINANCED <u>\$ 6615.89</u>
AGREED RATE OF CHARGE: <input type="checkbox"/> 3% 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, situated in Oregon, County of Klamath:
Lot 2, Block 32, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath
State of Oregon, EXCEPTING THEREFROM the West 75 feet of said Lot.

The real property described herein is not currently 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. and from time to time thereafter may postpone such sale by public oral announcement at the time and place of sale. 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

John M. Montagner

STATE OF OREGON

COUNTY OF Klamath

ss.

Before me: (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

February 15, 1979

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

RICHARD J. WICKLINE
 NOTARY PUBLIC - OREGON

My Commission Expires 10-26-79