

66180

THIS SPACE PROVIDED FOR RECORDER'S USE.

Filed for Record at Request of **REQUEST FOR FULL RECONVEYANCE**
 To be used only when note has been paid

Name **CIT FINANCIAL SERVICES, INC.**
 Address **432 So. SEVENTH STREET**
 City and State **KLAMATH FALLS, OREGON 97601**

DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS:		BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.		LICENSE NO.	
GRANTOR (1):	Harold H. Pemberton	AGE:	59		
GRANTOR (2):	Lucille M. Pemberton	AGE:	54		
ADDRESS:		ADDRESS: 432 So. 7th St.		BRANCH NO:	
P. O. Box 214		Klamath Falls, Ore. 97601		1261	
Bonanza, Oregon 97623		TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY			
GRANTOR (3):	ADDRESS: 600 Main St., Klamath Falls, Ore. 97601				
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
14346118	25	04/20/79	04/25/79	\$ 10080.00	60
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
3/25/79	\$ 168.00		\$ 168.00	4/25/84	\$ 6615.89
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 1/4% 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~~ **situated in Oregon, County of Klamath**

See Attached Description

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. 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

Harold H. Pemberton Lucille M. Pemberton

STATE OF OREGON

April 20, 19 79

COUNTY OF Klamath

SS.

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

Before me: (OFFICIAL SEAL)

Notary Public for Oregon
 My commission expires:

RICHARD A. WICKLINE
 NOTARY PUBLIC - OREGON

82-1538 (3-75) OREGON

Commission Expires 10-29-79

CIT FINANCIAL SERVICES

432 South Seventh Street, P.O. Box 1660, Klamath Falls, Oregon 97601 Phone: (503) 884-7711

9351

Lot 13, Block 45, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, FLAT NO. 2, in the County of Klamath, State of Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM:

Beginning at the most Northerly corner of said Lot 13, Block 45, said point being on the Southwesterly line of Teal Drive, thence running South $42^{\circ} 47' 47''$ West along the Northwesterly line of said lot 13, 242 feet; thence Southerly in a straight line and parallel to the Southwesterly line of Teal Drive, 180 feet; thence North $42^{\circ} 47' 47''$ East 242 feet to the Southwesterly line of teal Drive; thence Northwesterly along said Southwesterly line 180 feet to the point of beginning.

4/20/79 Harold H. Lumbert
4-20-79 Lucille M. Lumberton

OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 25th day of April A. D. 1979 at 1:08'clock A. M., or
fully recorded in Vol. 479, of Mortgages on Page 9350

W. D. MILNE, County Clerk

By Bernetha H. H. H.

Fee \$6.00