

71107

358-19448

Vol. 79 Page 17454

State of Oregon,
County of Klamath } ss.

I hereby certify that the within instrument was received and filed for record on the 23rd day of July, 19 79, at 3:27 o'clock P. M. and recorded on Page 17454 in Book M79 Records of Mortgages of said County.

WM. D. MILNE, County Clerk

By Bennett H. H. H. Deputy

Fee \$3.00

Filed for Record at Request of

CIT FINANCIAL SERVICES, INC.

being need and after

Name: CIT FINANCIAL SERVICES, INC.

Address: 432 So. SEVENTH STREET

City and State: KLAMATH FALLS, ORE 97601

DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS:		BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.		LICENSE NO.	
GRANTOR (1):	Calvin M. Hutchinson	AGE:	47		
GRANTOR (2):	P. O. Box 251	AGE:			
ADDRESS:	Beatty, Ore. 97621	ADDRESS:	432 So. 7th St.	BRANCH NO.	
			Klamath Falls, Ore. 97601	1261	
		TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY			
GRANTOR (3):		ADDRESS: 600 Main, 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
2015415	01	7/18/79	7/23/79	\$ 33,301.49	120
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
09/01/79	\$ 338.49		\$ 277.00	08/01/89	\$ 15,373.08
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 \$ 25,000.00

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~~ **CMH** Trustor certifies does not exceed three acres, situated in Oregon, County of Klamath:
 Lots 1, 2, 3, and 4, Block 2, BEATTY, in the County of Klamath, State of Oregon, TOGETHER WITH the North one half of the vacated alley lying adjacent to said Lots on the South.

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

Calvin M. Hutchinson

STATE OF OREGON

COUNTY OF Klamath

Before me: (OFFICIAL SEAL)

82-1538 (3-75) OREGON

Notary Public for Oregon

My commission expires:

July 18, 1979

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

Richard J. Wickline
 NOTARY PUBLIC — OREGON

My Commission Expires 10-26-79