

70428

71427

Vol. 79 Page

17964

Vol. 79 Page 16374

State of Oregon,
County of Klamath } ss.

I hereby certify that the within instrument was

Filed for Record at Request of

CIT FINANCIAL SERVICES, INC.

received and filed for record on the 11th

day of July, 1979, at 3:32

o'clock P.M. and recorded on Page 16374

in Book M79 Records of Mortgages

of said County.

Name CIT FINANCIAL SERVICES, INC.

Address 432 So. SEVENTH STREET

City and State Klamath Falls, Oregon 97601

\$3.00

WM. D. MILNE, County Clerk

B. R. Smith, Deputy

DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS:		BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.		LICENSE NO.
GRANTOR (1):	Viola J. Amundson AKA Viola J. Adams	AGE:	60	
GRANTOR (2):	XXXXXX XXXXX	AGE:	59	
ADDRESS:	Harriman Rd. Box 71A Klamath Falls, Oregon 97601	ADDRESS:	432 So. 7th St. Klamath Falls, Ore. 97601	BRANCH NO. 1261
GRANTOR (3):		ADDRESS:	600 Main, Klamath Falls, Ore. 97601	
LOAN NUMBER	12948667	DATE DUE EACH MONTH	15	DATE OF LOAN
				07/03/79
DATE FIRST PAYMENT DUE	-08/15/79	AMOUNT OF FIRST PAYMENT	\$ 158.77	DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF TRANSACTION
				07/09/79
AMOUNT OF OTHER PAYMENTS	\$ 142.00	DATE FINAL PAYMENT DUE	07/15/84	TOTAL OF PAYMENTS
				\$ 8536.77
AGREED RATE OF CHARGE:	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.		NUMBER OF PAYMENTS	
	1 1/2% per month on the unpaid amount-financed		60	
			AMOUNT FINANCED	
			\$ 5592.00	

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 Trustor carries over and conveys to the Trustee, situated in Oregon, County of Klamath

Lot 17 of resubdivision of Tracts B and C of Frontier Tracts a plotted portion of Klamath County Oregon according to the duly recorded plat thereof. The E 1/2 of Lot 18 of RESUBDIVISION OF TRACTS B & C of FRONTIER TRACTS, in the County of Klamath, State of Oregon. 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

Viola J. Amundson AKA Viola J. Adams

STATE OF OREGON

July 3, 1979.

COUNTY OF Klamath

SS.

Personally appeared the above named Grantors

and acknowledged the foregoing instrument to be their

voluntary act and deed. Richard J. Wickline

Before me: (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

RICHARD J. WICKLINE
NOTARY PUBLIC - OREGON

My Commission Expires 10-26-79

85407
75417

To be used only when note has been paid

Trustee:

Dated

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Return _____

Mail Reconveyance to:

CORPORATE NAME

Bv

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Ref
Trans

17985

STATE OF OREGON,
County of Klamath)

Filed for record at request of

en this 27 day of July A.D. 19 79

at 3:32 o'clock P.M. and d/d

recorded in Vol. M79 of Mortgages

Page 17964

Wm D. MILNE, County Clerk

8) Harriet Beecher

EDD \$6.00

The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the Board of Directors of the said Corporation.

In testimony whereof, I have hereunto set my hand and the seal of the said Corporation at New York City, this _____ day of _____, 19____.

Secretary

20200711 10:00:00

[illegible]