

TRUST DEED TO CONSUMER FINANCE LICENSEE

26866

and HOMEMAKERS FINANCE SERVICE, INC. **WITNESSETH:**  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
in KLAMATH County, Oregon, described as:  
SECTION 20, T4N, R12E, S12E, OF THE CITY OF KLAMATH FALLS

in KLAMATH County, Oregon, described as:

LOT 27, BLOCK 8, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS,  
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY  
CLERK OF KLAMATH COUNTY, OREGON.

FILED DEED

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and the obligation of the grantor hereunder, the grantor has loaned to the beneficiary the sum of \$474.30, the payment of the sum of \$26,800.21 this day actually loaned by the beneficiary to the grantor for which sum the grantor has given his note of even date payable with interest to the beneficiary in 120 monthly installments of \$474.30 each, the first installment to become due and payable on the 19th day of DECEMBER, 1979, and subsequent installments on the same day of each month thereafter until said note is fully paid; the final installment on said note in the sum of \$474.30 will become due and payable on NOVEMBER 19, 1989; said note bears interest at the following rates: If the original amount of said loan is \$5,000 or less, three percent per month on that part of the unpaid principal balance of said note in excess of \$500, one and three-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$500, but not in excess of \$2,000, and one and one-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$2,000, but not in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000, then instead of the rates of interest just mentioned, the whole amount so loaned shall bear interest at the rate of nineteen and one-half percent per year on its entire principal balance; all installments include principal and interest and, as paid, shall be applied first to interest and then to unpaid principal; prepayment of said note in full or in part may be made at any time.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest thereon is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

The above described real property

To protect the security of this trust deed, grantor agrees:

1. To protect preserve and maintain said property in good condition; and to repair, not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of said property.
2. To complete or restore improvements which may be constructed, damaged or destroyed thereon, and pay for them all at costs incurred thereon.
3. To execute and comply with all laws, ordinances, regulations, assessments, conditions and restrictions affecting said property; if any beneficiary so requests, to procure such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office or offices.
4. To protect and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire with extended coverage in an amount not less than \$36,800.21, and policies of insurance acceptable to the beneficiary, with loss payable to the beneficiary; and delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance prior to the expiration of any policy of insurance at least fifteen days prior to the expiration of the policy, the beneficiary may procure insurance now or hereafter placed on said buildings, the beneficiary may direct benefit of the same at grantor's expense. Grantor hereby authorizes life and disability insurance to procure, if procurable, such credit life or credit life and disability insurance as grantor may have authorized, and from the proceeds of the same, to pay and deduct the amounts actually paid from the premiums on all such insurance and collect the same; any indebtedness secured hereby and the entire amount so collected may determine, or at option of beneficiary, may be released or redeemed, or any part thereof, may be released or notice of default hereupon, or release shall not cure or waive pursuant to such notice. Should the grantor fail so to invalidate any act done by the collateral for this loan, the beneficiary may pay for insurance or to secure the collateral for this loan, the beneficiary may pay for the performance of those duties and add thereto the rates specified above.
5. To keep said premises free of charges that may be levied or assessed upon or taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary.
6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee.

It is mutually agreed that:

[illegible]

ceiver and without regard to the adequacy of any security for the indebtedness hereby secured, its own name sue for or otherwise collect the rents, any part thereof, including those past due and in arrears, and apply the same, issued and to be received by the said assignee, in such order as beneficiary may determine. After grantor's default and referral, grantor shall pay to the attorney's fees actually paid by licensee to the attorney for the defense of the licensee.

10. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of insurance policies or compensation or awards for any taking or damage to the property, and the compensation thereof as aforesaid, shall not cure or waive any default or notice of forfeiture thereof as aforesaid, and any such action shall be done pursuant to such notice.

[illegible]

and give notice thereof as provided in ORS 86.740 to 96.732, and trust deed in the manner provided in ORS 86.740 to 96.732.

12. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the foreclosure sale, the grantor or other person so privileged by the trustee for the foreclosure sale, shall pay to the beneficiary or his successors in interest respect of the entire amount then due under the portion of the principal as would have been payable had no default occurred, and thereby cure the default; if not then he due had no default occurred, shall be dismissed by the trustee, which event all foreclosure proceedings shall be dismissed by the trustee.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said trust deed sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall convey to the purchaser its deed in form as required by law conveying the property so sold, but without any matters of fact shall be conclusive evidence of the truthfulness thereof. No person, excluding the trustee, but including the grantor and beneficiary, is subject to the powers provided herein, trustee

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (3) the surplus, if any, to the grantor or to his order or in interest entitled to such surplus.

15. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any trust appointed hereunder. Upon such appointment and without successor or successors to the successor trustee, the latter shall continue to exercise the powers and duties conferred upon the trustee herein named or appointed hereunder. Each such appointment shall be made by a duly executed instrument in the presence of the beneficiary, containing reference to the recording and its place of record, which, when recorded in the office of the recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

16. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, agents or branches, the United States, or any agency thereof or an escrow agency licensed under ORS 696.505 to 696.585. The licensee is always the beneficiary. Do not use this form for loans less than \$2,000. ORS 725.050(1) prohibits liens on real estate to secure loans of less than \$2,000 when made at consumer finance license, see Stevens-Ness form No. 951.

For a Mortgage to Consumer Finance Licensee, see Stevens-Ness form No. 951

The grantor acknowledges receipt at the time the above loan was made of a statement in the English language relative to the loan as required by ORS 725.360 and by Section 10.100 of the Oregon Administrative Rules.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto EXCEPT A TRUST DEED TO FIRST NATIONAL BANK OF OREGON DATED 8-3-1965 IN THE ORIGINAL AMOUNT OF \$ 14,000.00, and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below).

(b) for any other purpose other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

John M. Balsiger  
JOHN M. BALSIGER

Marjorie B. Balsiger  
MARJORIE B. BALSIGER

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary should make the required disclosures.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of JACKSON

STATE OF OREGON, County of \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_, who, being duly sworn, each for himself and not one for the other, did say that the former is the \_\_\_\_\_ president and that the later is the \_\_\_\_\_ secretary of \_\_\_\_\_

\_\_\_\_\_ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 4/9/83



REQUEST FOR FULL RECONVEYANCE: To be used only when obligations have been paid.

Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_

19\_\_\_\_

Beneficiary

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

## TRUST DEED

TO  
CONSUMER FINANCE LICENSEE  
FORM (No. 946)

STEVENS LAW FIRM, P.C., PORTLAND, ORE.

Grantor

Beneficiary

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of Klamath ss.

I certify that the within instrument was received for record on the 15th day of November, 1979, at 10:00 o'clock A.M., and recorded in book/reel/volume No. M-79 on page 26866 or as document/fee/file/instrument/microfilm No. 76894, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne - County Clerk

By Jacqueline J. Mettler Deputy

Fee \$7.00

GECC Financial Services

1253 Siskiyou Boulevard

P. O. Box 567

Ashland, Oregon 97520

REC - 8303