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THIS SPACE PROVIDED FOR RECORDER'S USE.

## Filed for Record at Request of

Name CIT FINANCIAL SERVICES, INC.Address 432 So. 7th St.City and State Klamath Falls, OR 97601

## DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS:		BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.		LICENSE NO.	
GRANTOR (1): Church, Robert W.		432 So. 7th St.			
GRANTOR (2): Church, Grace E.		ADDRESS: Klamath Falls, OR 97601		BRANCH NO. 1261	
GRANTOR (3):		TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY			
ADDRESS: 3522 Granada Way Klamath Falls, OR 97601		ADDRESS: 200 Main St. Klamath Falls, OR 97601			
DAN NUMBER 15622038	DATE DUE EACH MONTH 23	DATE OF LOAN 7/17/80	Date Finance Charge begins to accrue if other than date of transaction	TOTAL OF PAYMENTS \$ 22800.00	NUMBER OF PAYMENTS 120
DATE FIRST PAYMENT DUE 8/23/80	AMOUNT OF FIRST PAYMENT \$ 190.00	OTHER PAYMENTS DUE EACH SUCCEEDING MONTH ON DUE DATE ABOVE	AMOUNT OF OTHER PAYMENTS \$ 190.00	DATE FINAL PAYMENT DUE 7/23/90	AMOUNT FINANCED \$ 10002.52
AGREED RATE OF CHARGE: <input checked="" type="checkbox"/> 1% per month on the unpaid amount financed. <input type="checkbox"/> _____ % per month on the unpaid amount financed.					

## THIS DEED OF TRUST SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$50,000

The words "you" and "your" refer to Beneficiary. The words "I," "me" and "my" refer to all Grantors indebted on the note secured by this Deed of Trust.

To secure payment of a note which I signed today promising to pay you the above Amount Financed together with a Finance Charge at the Agreed Rate of Charge shown above, and to secure all my future obligations to you, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants, transfers and assigns the real estate described below and all improvements on the real estate to the above Trustee in trust, with power of sale. The real estate is located in Oregon, County of Klamath.

## SEE ATTACHED DESCRIPTION

"The Real property described herein is not currently used for grazing, agriculture or timber purposes."

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

If I pay the note secured by this Deed of Trust according to its terms, this Deed of Trust will become null and void. I will pay all taxes, liens and assessments against the real estate and maintain insurance on the real estate in a form and amount satisfactory to you. You may pay any such tax, lien or assessment or buy such insurance in your own name, if I fail to do so. The amount you pay, with interest at the rate shown above, will be added to and become part of the obligation secured by this Deed of Trust.

If I sell, convey, transfer, dispose of or further encumber the real estate or any part of it without first obtaining your written consent, then all amounts secured by this Deed of Trust will become due, if you desire.

If I default in paying any part of any obligation secured by this Deed of Trust or if I default in any other way, then all amounts secured by this Deed of Trust will become due, if you desire, when you so advise me. At your written request the Trustee will sell the property then subject to this Deed of Trust, as a whole or in separate parcels, as you wish, in accordance with the provisions of Oregon law in force at the time of sale. If the Trustee sells the property in separate parcels, he will do so in whatever order you direct at public auction to the highest bidder for cash, payable at the time of sale. The Trustee may postpone the sale of all or any part of the property by making a public oral announcement at the time and place of sale, and may continue to postpone the sale by making a public oral announcement at the time set by the preceding postponement. The Trustee will apply the proceeds of sale to all the debts then secured by this Deed of Trust and will apply any money which is left over to the person or persons legally entitled to it.

At any time and for any reason you may, without the Trustee's or my permission, substitute a successor to the Trustee named in or acting under this Deed of Trust by means of an appropriate written instrument. When properly acknowledged and recorded in the office of the Recorder of the county where the real estate is located, that instrument will be conclusive proof of proper substitution of the successor trustee, who will have all the title, estate, rights, powers and duties of the former trustee.

This Deed of Trust inures to the benefit of and binds all parties involved, their heirs, legatees, administrators, executors, successors and assigns.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this deed of trust will affect any other obligations under this deed of trust.

Each of the undersigned waives all marital rights, homestead exemption and all other exemptions relating to the above real estate.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE UNDER THIS DEED OF TRUST BE MAILED TO HIM AT HIS ADDRESS SHOWN ABOVE.

Signature of Trustor

Grace E. ChurchRobert W. Church

GRACE E. CHURCH

ROBERT W. CHURCH

STATE OF OREGON

SS.

COUNTY OF KLAMATH

JULY, 17 1980

(Date)

The foregoing instrument was acknowledged before me this

by

Richard M. Wickline  
 RICHARD M. WICKLINE  
 NOTARY PUBLIC — OREGON  
 Notary Public  
 My Commission Expires 10-16-83

## REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To \_\_\_\_\_, 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 Reconveyance to:

CORPORATE NAME

By \_\_\_\_\_

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.

A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Westerly right of way line of Summers Lane, which lies South 89° 40' West a distance of 30 feet and North 1° 12' West along said Westerly right of way line of Summers Lane, a distance of 1,008.4 feet from an iron pin in the center of Summers Lane that marks the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10 Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence; continuing North 1° 12' West along the Westerly right of way line of Summers Lane a distance of 72.5 feet to an iron pin; thence South 89° 40' West a distance of 240.0 feet to a point; thence South 1° 12' East a distance of 72.5 feet to a point; thence North 89° 40' East a distance of 240 feet, more or less to the point of beginning.

EXCEPTING therefrom the West 111 feet.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 21st day of July A. D. 1980 at 3:25 o'clock P. M., and

July recorded in Vol. M80, of Mortgages on Page 13551

Wm D. MILNE, County Clerk

By Bernetha H. Heltsch

Fee \$7.00