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TO CONSUMER FINANCE LICENSEE

87325 TRUST DEED TO CONSUMER FINANCE LICENSEE THIS TRUST DEED, made this 24th day of July 19 THIS TRUST DEED made this 24th day of July 19	80., between
204th day ofJuly	, as Grantor
and this was a second this was a second this was a second the second this was a seco	, as Trustee
	s Beneficiary
Townth County 11 Lie	and the state of
Motor Investment Company WITNESSETH:	the propert

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property County, Oregon, described as: Beginning at a ½" iron pin located South 0°21 and . West (449.17 feet) from the center WEst 1/16 corner of Section 9: thence South 89° 20½' | East (327.85 feet) more or less to the NW corner of that parcel conveyed to Donald Dunn, et al. East (327.85 feet) more or less to the NW corner of that parcel conveyed to conduct boilin, et a deed recorded in Volume M75, page 9214, Microfilm Records of Klamath County, Oregon; thence deed recorded in Volume M75, page 9214, Microfilm Records of Klamath County, Oregon; thence North 0° 16½! West (328.50 feet) to a point; thence North 89° 34' West (328.50 feet) to a ½" South 0° 16½! West (447.86 feet to a point; thence North 0° 16½! West (449.17 feet) to the point of beginning: EXCEPTING iron pin; thence North 0° 21' East (449.17 feet) to the North line thereof THEREFROM the North 224 feet, as measured parallel to the North line thereof. A parcel of land called 2A (see R.O.S. \$1010) located in the West ½ of the NE¼ of the SW¼ of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath

County, Oregon, more particularly described above. ाम स्टबर र अन्यापन अन्य सम्पन्नात्त्रस्य एड स्टब्स्स स्टब्स्स ए केन्ट्रस्य द्रावास

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. or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or nereafter attached to or used in connectwith said real estate,
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and also securing

the payment of the sum of \$10,240.29.....this day actually loaned by the beneficiary to the grantor for which sum the grantor sequent installments on the same day of each month thereafter until said note is fully paid; the final installment on said note in the 1268.46 will become due and payable on 25th of Auger month on that part of the unpaid principal balance of said note in grates; It 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 said note in excess of \$5,000, and one and one-quarter percent per month on that part of the unpaid principal balance of \$5,000, but not in excess of \$2,000, and one and one-quarter percent per month on that part of the unpaid principal balance of \$5,000, but not in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000, but not in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; however if the original amount of said loan is in excess of \$5,000; howe

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 and payable. In the event the within described property, or any part thereof, or any interest thereon is sold, agreed to be sold and payable. In the event the within described property, or any part thereof, or any interest thereon is sold, agreed to be sold and payable. In the event the within described property, or any part thereof, or any interest thereon is sold, agreed to be sold and payable. 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 is not currently used for agricultural.

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

To protect, preserve and maintain said property in good condition.

1. To protect, preserve and maintain said property in good condition.

To compair ont to remove or demolish any building or improvement thereon:

and repair, not to remove or demolish any building or improvement thereon.

To compile or improvement which may be constructed, damaged or greater or restore promptly and be constructed, damaged or maintenance or promptly and be constructed. The provide and continuous property; it has beneficiary so request, to tions and restrictions affecting said property; it beneficiary so request, to tions and restrictions affecting said property; it has beneficiary so request, to conform in executing such financing statements pursuant to the Uniform Commor proper public office of affices.

To overage in an amount not less than so the buildings may require and to pay for filing same in the written in companies acceptable to the beneficiary, with loss payable to the written in companies acceptable to the beneficiary, with loss payable to the written in companies acceptable to the beneficiary, with loss payable to the beneficiary as soon as insured; if the grantor shall fail latter and to grantor as their inversts may appear; all polices of insurance with the same at grantor as their inversts may appear; all polices of insurance in procure and survey of the expiration of any policy of incommendation of the same at grantor system of the same and to deliver say the procure, it procurable, such credit life or credit life and disability insurance and grantor may have authorized pay the premiums on all such insurance ciary approcure, if procurable, such credit life or credit life and disability insurance and grantor may have authorized such procured any solution of the loan. The amount so actual or the such application of procure any pay to the residence of these dead of the such applica

It is mutually agreed that:

7. In the event that any portion of all of said property shall be taken the right of eminent domain, beneficiary shall have the right, if it of elects, to require that all or any portion of the monies payable is compared to require that all or any portion of the monies payable of the results of the amount required to pensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily and appeared by frantor in such proceedings, shall be paid to beneficiary and appeared by it upon the indebtedness accured hereby; and grantor agrees, at his payable in the proceedings, shall be paid to beneficiary and appeared by it upon the indebtedness accured hereby; and grantor agrees, at his payable with the proceedings of the proceedings of the payable payable by any possible payable by any possible payable paya

ceiver and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereol, in its own name use for or otherwise collect the rents, any part thereol, in its own name due and unpaid, and applits, including those past due and unpaid, and applits including those past due and unpaid, and applits the same upon any indebtedness secured hereby, and in such order as beneticiary may upon any indebtedness secured hereby, and in such order as beneticiary may entermine. After frantor's default and relearnal, frantor shall pay beneticiary for reasonable attorney's lees actually paid by licensee to an attorney not a salaried employee of licensee.

salaried employee of 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 the compensation or awards for any taking or damage to the property, and the application thereof as aloresaid, shall not cure or wards any default or notice application thereof as aloresaid, shall not cure or wards and to such notice of default hereunder or invalidate any act done pursuant to such notice.

of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary of truster shall execute and cause to be recorded his written notice of default and his election to self the said described real property to satisfy the obligations his election to self the said described real property to satisfy the obligations and give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 96.795.

12. Should the beneficiary elect to foreclose by advertisement and

trust deed in the manner provided in ORS 86.740 to 96.795.

12. Should the beneliciary elect to loreclose by advertisement and sale then after default at any time prior to live days before the date set by the sale then trustee's sale, the frantor or other person so privileged by the trustee's sale, the frantor or other person so privileged by the trustee's form and the terms of the trust deed and the ORS 86.760, may pay to the beneliciary or his successors in interest respectively, the entire amount then due under the terms of the trust deed and the twelve the sale shall be portion of the principal as would be seen that the court of the principal as would not the principal as would be seen all loreclosure proceedings shall be dismissed by the trusteen which event all loreclosure proceedings shall be date and at the time and

which event all foreclosure proceedings shall be dismissed by the trusteen 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 pacific or parcels at auction the highest bidder for each gayable at the time of sale. Trustee at auction the property so sold, but without any convent of warranty, express or important of the trustee and the property so sold, but without any matters of fact shall be conclusive proof of the truthfulness thereof. Any person excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

the grantor and beneficiary, may purchase at the sale.

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 proceeds of sale to payment recorded them subsequent to the trust deed, (2) to all persons having recorded them subsequent to the trust even in the trust deed as their interests may appear in the interest of the trustee in the trust deed as their interests may appear or to his order of their priority and (3) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

successor in interest entitled to such surplus.

15. For any reason permitted by law beneficiary may from time to the successor trustee, appointed because to any trustee named herein or to any successor trustee, appointed because the successor trustee, the latter shall be vested with all title, conveyance to the successor trustee, the latter shall be vested with all title powers and but appointed upon any trustee herein named any appointed hereinder. Successor trustee, and substitution shall be made by written instrument accurately be beneficiary, recorded in the office of trust deed in the successor trustee.

16. Trustee accepts this trust when this deal shall account and successor trustee.

conclusive proof of proper appointment of the successor frustee.

16. Trustee accepts this trust when this deed, duly executed and acknowledded is made a public record as provided by law. Trustee is 19th obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which granter, beliciary or trustee that the process of the proceeding is brought by trustee.

NOTE. The Trust Dood Act provides that the trustee horseunder must be either an attainey, who is an active member of the Oregon State Bar, a bank, trust company, who is an active member of the Oregon State Bar, a bank, trust company, and loan association authorized to insure title to real activities and loan association authorized to do business under the lows of Oregon or the United States; a title insurance company authorized to insure title to real activities and in the oregon of the oregon or the oregon of the oregon of the oregon or the oregon of the oregon or the

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 law-

fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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, tamily, household or agricultural purposes (see Important Notice below),

for an organization, or (even it grantor is a natural person) are for business or commercial-purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors deed applies to, inures to the beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether uccessors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether the manual assigns. The term beneficiary shall mean the holder and whenever the context so requires, the masculine gender includes the nearly and the day, and wear first above written in and the singular number includes the plural.

IN WITNESS WHEREOR and fractor has because set his hard the day, and wear first above written. e and the neuter, and the singular number includes the places.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. 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. IORS 93.49GI STATE OF OREGON, County of STATE OF OREGON, who, being duly sworn, each for himself and not one for the other, did say that the former is the County of ...Klamath... Personally appeared the above named. president and that the later is the Gary Mick and Sandra Mick secretary of and acknowledged the foregoing instruand 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. voluntary act and deed. ment to be a (OFFIGIAL Multis Collection Notary Public for Oregon My commission expires: 10-30-80 Before me: (OFFICIAL SEAL) Notary Public for Oregon The open series My commission expires: M. S. ale parties where the second state of the second 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 ... the switness of the me of AULICES 299 this day normally have an electronic ser in FOR TWA PRINCESS OF SATURAC BORROWS AND the star will all and than we a surmount heredisment 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 County, Oregon, force particularly described above. STATE OF OREGON THE PART DEED TO THE PART OF T nonsming in the County of Klamath Coloria to the collic I certify that the within instru-CONSUMER FINANCE LICENSEE on the 24th day of July , 1980 , U. FORM No. 946) STEVENS NESS LAW PUB. CO. FORTLAND, ORE. at 11:18 o'clock A.M., and recorded in book/reel/volume No... M80....on Gary R. Mick and SPACE RESERVED Page 13776 or us document/lee/file/ Mari Sandra Mick Grantor SPACE RESERVED page 13.1.1.0 or as document/fee/file/
Motor InvestmentCompany FOR Instrument/microfilm No. 87.325 RECORDER'S USE Witness my hand and seal of TU/Online Dut Beneficiary County affixed. AFTER RECORDING RETURN TO Motor Investment Company 531 S. 6th - PO Box 309 34th elachoeputy TO COMERWES EMEMCEBY DER Klamath Falls, Oregon 97601 87325

Fee \$7.00