

91194

38-22625

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.Vol. 80 Page 19885

## DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS:

GRANTOR (1) LEONARD FOREGRANTOR (2) FAIRISINE L. FOREADDRESS: RT. 1 BOX 51BONANZA, OR 97623

GRANTOR (3):

LOAN NUMBER 20019394DATE DUE EACH MONTH 14DATE OF LOAN 10/9/80Date Finance Charge begins to accrue if other than date of transaction 10/14/80TOTAL OF PAYMENTS \$ 9960.00NUMBER OF PAYMENTS 60DATE FIRST PAYMENT DUE 11/14/80AMOUNT OF FIRST PAYMENT \$ 166.00

OTHER PAYMENTS DUE EACH SUCCEEDING MONTH ON DUE DATE ABOVE

AMOUNT OF OTHER PAYMENTS \$ 166.00DATE FINAL PAYMENT DUE 10/14/85AMOUNT FINANCED \$ 6331.91

AGREED RATE OF CHARGE:

☒ 1% per month on the unpaid amount financed.☐ \_\_\_\_\_ % 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 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

FAIRISINE L. FORE

LEONARD FORE

STATE OF OREGON

COUNTY OF \_\_\_\_\_

SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_

(Date)

by

Richard J. Wickline  
 Notary Public  
 (Serial number) \_\_\_\_\_  
 My Commission Expires 10-16-83

ATTACHED DESCRIPTION 1.

19886

The S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 39 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, SAVING AND EXCEPTING THEREFROM the following described parcels:

1. Beginning at the Southwest corner of Section 35; thence North 208.7 feet; thence East 208.7 feet; thence South 208.7 feet; thence West 208.7 feet to the place of beginning.
2. That portion conveyed to Columbia Utilities Company by Deed recorded December 5, 1947 in Book 214 at page 351, Deed Records, described as follows: Beginning at a point in the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 35, which is 218.7 feet East of the Southwest corner of said Section 35; thence running East 25 feet; thence North 25 feet; thence West 25 feet; thence South 25 feet to the place of beginning.
3. A strip of land 30 feet wide along the West side of Section 35, Township 39 South, Range 12 East of the Willamette Meridian, to be used for County Road purposes conveyed to Klamath County by Deed recorded September 14, 1956 in Book 286 at page 514.
4. That portion conveyed to United States of America for Lorella Lateral by Deed recorded February 8, 1926 in Book 69 at page 265.

ALSO SAVING AND EXCEPTING THEREFROM any portion lying within the right of way of the County Road along the Southerly boundary of said W $\frac{1}{4}$ W $\frac{1}{4}$  of Section 35.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 13th day of October A. D. 1980 at 11:52 o'clock A. M., and

fully recorded in Vol. M80, of Mortgages on Page 19885

Wm D. MILNE, County Clerk

*Permontha H. Deloch*

Fee \$7.00