

28-22587

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THIS SPACE PROVIDED FOR RECORDER'S USE.

Filed for Record at Request of

Vol. 780 Page 19887

Name CITIFINANCIAL 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): <u>FLORENO A. RODRIGUEZ</u> AGE <u>29</u>		ADDRESS: <u>432 SO. 7th</u>		BRANCH NO. <u>1261</u>	
GRANTOR (2): <u>PATRICIA J. RODRIGUEZ</u> AGE <u>29</u>		ADDRESS: <u>KLAMATH FALLS, OR 97601</u>			
GRANTOR (3):		TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY			
ADDRESS: <u>212 NO. 3rd</u>		ADDRESS: <u>600 MAIN ST. KLAMATH FALLS, OR 97601</u>			
ADDRESS: <u>KLAMATH FALLS, OR 97601</u>					
LOAN NUMBER	DATE DUE EACH MONTH	DATE OF LOAN	Date Finance Charge begins to accrue if other than date of transaction	TOTAL OF PAYMENTS	NUMBER OF PAYMENTS
<u>10047090</u>	<u>13</u>	<u>10/07/80</u>	<u>10/13/80</u>	<u>\$ 36480.00</u>	<u>120</u>
DATE FIRST PAYMENT DUE	AMOUNT OF FIRST PAYMENT	OTHER PAYMENTS DUE EACH SUCCEEDING MONTH ON DUE DATE ABOVE	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	AMOUNT FINANCED
<u>11/13/80</u>	<u>\$ 304.00</u>		<u>\$ 304.00</u>	<u>10/13/90</u>	<u>\$ 16004.03</u>
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 COUNTY.

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

FLORENO A. RODRIGUEZPATRICIA J. RODRIGUEZ

STATE OF OREGON

COUNTY OF KLAMATHThe foregoing instrument was acknowledged before me this 10-7-80 (Date)

(Name(s) of Mortgagor(s))
 NOTARY PUBLIC — OREGON

My Commission Expires 10-26-83
 (Serial number)

DESCRIPTION

Order No. 38-22587

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A portion of Lots 1 and 2 of said Block 6, also known as The Northwesterly 45 feet of the Easterly 64.25 feet and the Northwesterly 37 feet of the Westerly 2 feet of Lot 1 and the Northwesterly 37 feet of the Easterly 10 feet of Lot 2, Block 6 in ORIGINAL ADDITION TO KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the point of intersection of the line between Lots 1 and 8, Block 6, ORIGINAL TOWN OF LINKVILLE, now Klamath Falls, Oregon, with the Westerly line of Third Street; thence Southwesterly at right angles to Third Street 76 feet and 3 inches; thence Southeasterly parallel to Third Street 37 feet; thence Northeasterly at right angles to Third Street 12 feet; thence Southeasterly parallel to Third Street 8 feet; thence Northeasterly at right angles to Third Street 64 feet and 3 inches to Third Street; thence Northwesterly 45 feet to the point of beginning.

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 19887

Wm D. MILNE, County Clerk

By Bernetha A. Letsch

Fee \$7.00