

97533

TRUST DEED TO CONSUMER FINANCE LICENSEE

Vol. m8/ Page 5390

THIS TRUST DEED, made this 19th day of March, 1981, between

David A. Baltazor and Jennifer L. Baltazor
Transamerica Title Companyas Trustee,
and Credithrift of America Inc. #3 as Beneficiary,
WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in: Klamath County, Oregon, described as:

Lots 185 and 188, THIRD ADDITION TO SPORTSMAN PARK, in the County of Klamath, State of Oregon.

The above described property is located at Harriman Rt. Box 75 P.

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 also securing the payment of the sum of \$4425.93 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 48 monthly installments of \$138.00 each, the first installment to become due and payable on the 24th day of April, 1981 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 \$138.00 will become due and payable on March 24th, 1985; 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 not in excess of \$300, one and three-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$300, but not in excess of \$1,000, and one and one-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$1,000, 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 19.5% per annum 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 therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustor, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and payable.

The above described real property ☐ is ☒ is not (state which) currently used for agricultural, timber or grazing purposes.

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be structurally damaged or destroyed thereon, and pay when due, all costs incurred therefore.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices.
4. To provide 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 the full replacement value of the buildings, with loss payable to the latter and to grantor as their interests may appear; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. Grantor hereby authorizes and directs beneficiary to procure, if procurable, such credit life or credit life and disability insurance as grantor or may have authorized, pay the premiums on all such insurance and deduct the amounts so actually paid from the proceeds of the loan. The amount collected under any fire or other insurance policy may be applied by beneficiary to any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the grantor fail to so insure or to preserve the collateral for this loan, the beneficiary may pay for the performance of those duties and add the amounts so paid to the then unpaid principal balance to bear interest at the rate stated above.
5. To keep said premises from construction liens, and to pay all 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 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 the beneficiary shall have the right to:

1. In the event of any default by the grantor in the performance of any of the duties hereinabove set forth, the beneficiary may, at its option, take, under the right of eminent domain, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it upon the indebtedness secured hereby; and grantor agrees, as his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.
2. If this deed of trust is subject and subordinate to another deed of trust, it is hereby expressly agreed that should any default be made prior to the payment of principal or of interest on said prior deed of trust, the holder of this deed of trust, and its successors, shall be deemed to be secured by this deed of trust and the accompanying note and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior deed of trust then the amount secured by this deed of trust and the accompanying note shall become due and be due and payable any time thereafter at the sole option of the owner or holder of this deed of trust.
3. At any time and from time to time upon written request of beneficiary and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the beneficiary may (a) consent to the making of any map or plat of said property (b) join in granting any easement or creating any restriction thereon (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof (d) reconvey, without warranty, all or any

part of the property. The grantee in any reconveyance may be described as the person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a court appointed receiver 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 thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, upon any indebtedness secured hereby, and in such order as beneficiary may determine. After grantor's default and referral, grantor shall pay beneficiary for reasonable attorney's fees actually paid by licensee to an attorney not a salaried employee of licensee.

11. 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 application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. 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 event and if the above-described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage said real property provided by law for mortgage foreclosures. However if the beneficiary is not currently using the property as a mortgage, the beneficiary may proceed to foreclose this trust deed in equity as a mortgage provided by law or direct the trustee to foreclose this trust deed by trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. 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 trustee's sale, the grantor or other person so privileged by ORS 86.740, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured hereby, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event no foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. 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, but the trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant of warranty, express or implied, and the recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, secured by the trust deed, (1) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear, and (2) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. 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 successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the recording officers of the county or counties in which the property is situated, shall be conclusive proof of prior appointment of the successor trustee.

17. Trustee accepts this trust when this deed is 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 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 or 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, affiliates, agents or branches, or the United States or any agency thereof. The licensee is always the beneficiary. This form not suitable for loans less than \$2,000.

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

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

This deed applies to, insures 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 and year first above written.

David A. Baltazor
David A. Baltazor
Jennifer L. Baltazor
Jennifer L. Baltazor

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.)

STATE OF OREGON, County of Jackson ss.

Personally appeared the above named David A. Baltazor and Jennifer L. Baltazor

and acknowledged the foregoing instrument to be their voluntary act and deed.

Barbara McKindy
BARBARA MCKINDY
NOTARY PUBLIC - OREGON
My Commission Expires 12-16-83

STATE OF OREGON, County of ss.

19

Personally appeared 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)

TRUST DEED TO CONSUMER FINANCE LICENSEE	Grantor	Beneficiary	I certify that the within instrument was received for record on the <u>2th</u> day of <u>March</u> , 19 <u>81</u> at <u>3:30</u> o'clock <u>P.M.</u> and recorded in book <u>MB1</u> on page <u>5390</u> or as file/roll number <u>97593</u> Record of Mortgages of said County. Witness my hand and seal of County affixed:
	David A. Baltazor	CREDITHIFT of America, Inc. No. 3	
	Jennifer L. Baltazor		
	STATE OF OREGON	County of <u>Klamath</u>	
After recording return to:		Evelyn Blehn County Clerk Recording Officer by <i>Debra J. Green</i> Deputy Fee \$7.00	

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

TO: _____ 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.