

K-34783

DEED OF TRUST

Vol. 11-81 Page 16468

4424

Date: September 16th, 1981
Portland, Oregon

Grantor ("Owner"): Cecil H. Redford and
Clara P. Redford

Address: 3520 Altamont Drive
Klamath Falls, Oregon

Beneficiary "Lender": American Credit Corporation

Address: 6643 N.E. Glisan Street
Portland, Oregon 97213

Trustee: Klamath County Title

Address: Box 151
Klamath Falls, Oregon 97601

1. Owner irrevocably grants, bargains, sells and conveys to Trustee, in Trust, with power of sale, the following "Property" in
Klamath County, State of Oregon, including all improvements now and hereafter
erected thereon:

The North one-half of Lot 4 in Block 2 of Third Addition to Altamont
Acres, according to the official plat thereof on file in the office
of the County Clerk of Klamath County, Oregon...

The Property is not currently used for agricultural, timber or grazing purposes.

2. This Deed of Trust ("Trust Deed") secures the repayment of all amounts owed on a loan evidenced by a promissory note ("Note")
signed by Cecil H. Redford, Clara P. Redford, et al. ("Borrower") which is payable to Lender. The Note
is dated Sept. 16th, 1981, and the original Loan Amount is \$ 12,872.11. The interest rate charged on
the Note is:

- ☒ a. 27.75 % per year on the unpaid part of the Loan Amount.
☐ b. % per year on the unpaid part of the Loan Amount that is not over \$300;
 % per year on the unpaid part of the Loan Amount that is over \$300 but not over \$1,000;
and % per year on the unpaid part of the Loan Amount that is over \$1,000 but not over \$3,000.

The scheduled payments on the Note are: 108 monthly payments of at least \$ 325.20, until the entire Loan Amount,
with interest, is paid; the first payment is due on Oct. 24th, 1981 and the final payment of the entire unpaid Loan Amount,
with interest, is due on the maturity date, which is Sept. 24th 1990; or

Lender may without notice renew or extend the Note, and this Trust Deed shall secure all such extensions and renewals, whether or not the
extensions and renewals are longer than the original period of the Note.

3. Owner agrees to perform all acts necessary to insure and
preserve the value of the Property and Lender's interest in it, includ-
ing but not limited to the following acts:

3.1 Owner will keep the Property in good condition
and repair. Unless Lender expressly waives the requirement in writing,
Owner will insure the Property by policies payable to Lender under
Lender's loss payable endorsement, for fire and extended coverage,
and also against all other risks that Lender may require. The amount
of insurance must be enough to pay 100% of any loss, up to the
balance owed on the loan, despite the effect of any co-insurance
clause. Owner will provide Lender with proof of such insurance satis-
factory to Lender. Lender may examine and inspect the Property at
any time.

3.2 Owner will not sell or otherwise transfer any inter-
est in the Property, or offer to do so, without Lender's written
consent.

3.3 Owner will pay all taxes, assessments, liens, and
other encumbrances on the Property which might take priority over
this Trust Deed when they are due.

4. If Owner fails to perform any of the agreements made in
Section 3, Lender may pay for the performance of the agreements
and add the cost to the Loan Amount, on which interest is calculated.
Owner will pay Lender the costs immediately or in increased pay-
ments, whichever Lender demands.

5. The following are events of default under this Trust Deed:

5.1 The promised payment amounts on the Note are
not paid by the promised payment dates, or there is a failure to per-
form any agreement in the Note.

5.2 Owner fails to perform any of the agreements
made in Section 3 whether or not Lender has paid for the perfor-
mance of the agreement.

5.3 There is a default under any other agreement that
secures the Note.

5.4 Any signer of this Trust Deed or any signer of the
Note misrepresented or falsified any material fact in regard to either
the Property, the financial condition of any signer of the Note or
any guarantor or surety for the Note, or the application for the loan
evidenced by the Note.

5.5 The Property is damaged, destroyed, sold, levied
upon, seized, attached, or is the subject of any foreclosure action.

5.6 Any signer of this Trust Deed, any signer of the
Note, or any guarantor or surety for the Note, dies, becomes insol-
vent, makes an assignment for creditors or is the subject of any bank-
ruptcy or receivership proceeding.

5.7 Any partnership or corporation that has signed the
Note or this Trust Deed, or is a guarantor or surety for the Note,
dissolves or terminates its existence.

6. After default, Lender may take any one or more of the
following actions at Lender's option, without notice to Owner:

6.1 Lender may continue to charge interest on the
unpaid Loan Amount at the rate of interest specified in Section 2
above.

6.2 Lender may declare the entire unpaid amount owed
on the loan, including interest, to be due and payable immediately.

6.3 Lender may, with respect to all or any portion of
the Property, exercise the right to foreclose this Trust Deed.

6.3.1 In accordance with applicable law, Lender
may proceed to foreclose this Trust Deed by advertisement and sale,
or foreclose this Trust Deed by suit in equity in the manner provided
by law.

6.3.2 If Lender forecloses by advertisement and
sale, Lender or the Trustee shall execute and record its written notice
notice of default and its election to sell the Property to satisfy the
amount owed on the Note, whereupon the Trustee shall fix the time
and place of sale, give notice thereof, and otherwise proceed to fore-
close this Trust Deed by advertisement and sale in the manner pro-
vided by applicable law.

6.3.3 If proceedings are commenced to foreclose this Trust Deed by advertisement and sale then, 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 applicable law may pay to Lender the entire amount then due under the terms of the Note and this Trust Deed, 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 all foreclosure proceedings shall be dismissed by the Trustee.

6.3.4 If Owner fails to cure the default as provided in 6.3.3 above, the Trustee may sell the Property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. 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. Any person, excluding the Trustee, but including Owner and Lender, may purchase at the sale.

6.4 Lender may, by agent or by court-appointed receiver, enter upon, take possession of and manage the Property, and collect the rents from the Property, provided the Property is not then the farm lands or homestead of Owner. Lender shall be entitled to appointment of a receiver, whether or not the apparent value of the Property exceeds the amount that is owed on the Note and this Trust Deed. The receiver shall serve without bond if the law permits it.

6.5 Owner will be liable for all costs and disbursements Lender may be entitled to by law in connection with any action, suit, or proceeding to collect any amount owner owes, or to foreclose upon the Property.

6.6 If Lender refers the Note or this Trust Deed to a lawyer who is not Lender's salaried employee, Owner will pay Lender reasonable fees that Lender actually pays the lawyer, including any for appeals.

6.7 Prior to a sale of the Property by the Trustee or a sale under a judicial foreclosure, Lender may sue for and recover from Borrower the amount owing under the Note.

7. The rights of Lender under this Trust Deed are in addition to Lender's rights under any other agreements or under the law; Lender may use any combination of those rights.

8. Lender is not required to give Owner any notice, except notices that are required by law and cannot be given up by Owner. Any notice Lender must give to Owner will be considered given when mailed to Owner at the address shown as "Owner's address" above. Except in situations for which a longer notice period is specifically provided by law, Owner agrees that 10 days notice is reasonable notice.

9. Lender may require Owner to perform all agreements precisely and on time, even if Lender may at other times have given Owner extra time or may not have required precise performance.

10. When all sums secured by this Trust Deed are paid Lender shall request Trustee to reconvey the Property to Owner. Trustee shall reconvey the Property without warranty and without charge to the person legally entitled thereto. However, such person shall pay all fees for filing the reconveyance.

11. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Note. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Owner and Lender in connection with the condemnation. If any proceedings in condemnation are filed, Owner shall promptly take such steps as may be necessary to defend the action and obtain the award.

12. This Trust Deed shall also afford security over the subject property and any additions or improvements thereon for any future advances or refinancing in addition to the existing obligation, and this instrument need not be rewritten or re-recorded.

Coal H. Redford
Charles Redford

INDIVIDUAL ACKNOWLEDGMENT

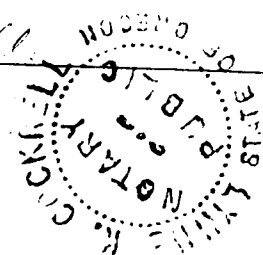
STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above-named _____
and acknowledged the foregoing instrument to be _____ voluntary act.

Before me:

James P. Conkrell
Notary Public for Oregon

My commission expires: 8-5-85



CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
County of _____) ss.

Personally _____, and _____
who, being sworn, stated that _____ he, the said _____ is a _____
and _____ he, the said _____ is a _____ of
Mortgagor corporation and that the seal affixed hereto is its seal and that this Mortgage was voluntarily signed and sealed in behalf of the
corporation by authority of its Board of Directors.

Before me:

Notary Public for Oregon
My commission expires:

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the
16th day of Sept A.D., 1981 at 3:05 o'clock P.M., and duly recorded in
Vol M-81 of Mortgages on page 16469.

Fee \$ 8.00

DATE:

Evelyn Biehn
COUNTY CLERK
Deputy

Notary Public for Oregon
My commission expires:

NOTE: Do not use this mortgage to secure loans of less than \$2,000.00, which bear interest at a rate in excess of 10% per year.