

15793

THIS SPACE PROVIDED FOR RECORDED USE

## REQUEST FOR FULL RECONVEYANCE

## Filed for Record at Request of

Return to: Dennis P. Rotherham, Trustee  
 Name of Grantor: Mabel C. Rotherham  
 Address: 1060 Biddle Rd  
 City and State: Medford, OR 97501

## DEED OF TRUST

NAMES AND ADDRESSES OF ALL GRANTORS:		BENEFICIARY: C.I.T. FINANCIAL SERVICES, INC.		LICENSE NO.	
GRANTOR (1): Dennis P. Rotherham		ADDRESS: PO Box 1688, Medford, OR 97501		BRANCH NO. 1270	
GRANTOR (2): Mabel C. Rotherham		TRUSTEE: TRANSAMERICA TITLE INSURANCE COMPANY		ADDRESS: 600 Main St, Klamath Falls, OR 97601	
ADDRESS: 1555 Kane St Klamath Falls, OR 97601					
LOAN NUMBER	DATE DUE EACH MONTH	DATE OF LOAN	Date Interest Charge begins to accrue if other than date of transaction	TOTAL OF PAYMENTS	NUMBER OF PAYMENTS
16410367	28	09/22/82	09/28/82	\$ 60000.00	120
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	PRINCIPAL BALANCE
10/28/82	\$ 500.00		\$ 500.00	09/28/92	\$ 25509.13
AGREED RATE OF CHARGE: ...20.41...% per annum on the unpaid principal balance.					

## THIS DEED OF TRUST SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$ 26,000.00

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.

**DEED OF REAL ESTATE** To secure payment of a note which I signed today promising to pay you the above Principal Balance together with Interest 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 REVERSE SIDE OF THIS DOCUMENT.

**TERMS AND CONDITIONS** The real estate described above is not currently used for agricultural, timber or grazing purposes.

**PAID IN FULL** If I pay the note secured by this Deed of Trust according to its terms, this Deed of Trust will become null and void.

**TAXES-LIENS-INSURANCE** 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.

**WRITTEN CONSENT** 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.

**DEFAULT** 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.

**APPOINTMENT OF TRUSTEE** 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.

**OBLIGATION OF PARTIES** This Deed of Trust inures to the benefit of and binds all parties involved, their heirs, legatees, administrators, executors, successors and assigns.

**EXTENSIONS AND MODIFICATIONS** 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.

**WAIVER OF EXEMPTIONS** Each of the undersigned waives all marital rights, homestead exemption and all other exemptions relating to the above real estate.

THE UNDERSIGNED GRANTOR 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.

## ACKNOWLEDGEMENT

Signature of Grantor

WITNESS

MABEL C. ROTHERHAM

STATE OF OREGON

COUNTY OF Klamath

ss.

The foregoing instrument was acknowledged before me this.....

22nd September, 1982  
(Date)

(Name(s) of Grantor(s))

12654

AT-38-2503

12654

## REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To \_\_\_\_\_, Trustee:

Filed for Record at \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

Address \_\_\_\_\_

City and State \_\_\_\_\_

CORPORATE NAME \_\_\_\_\_

By \_\_\_\_\_  
DEED OF TRUST

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

## DESCRIPTION

That part of Lot 40, FAIR ACRES SUBDIVISION #1, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 383.4 feet South of Northwest corner of said Lot 40; thence South 90 feet; thence East 313 feet; thence North 90 feet; thence West 313 feet to the point of beginning.

EXCEPTING THEREFROM the Westerly 5 feet taken for the widening of Kane Street as set forth in Deed recorded December 2, 1963 in Deed Volume 349 at page 474.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 23 day of Sept A.D. 19 82 at 11:21 o'clock A.M. andduly recorded in Vol. M82, of Mtze on Page 12653

Fee \$8.00

EVELYN BIEHN, County Clerk

By Joyce McChesney

## RETURN TO:

C.I.T. Financial

P.O. Box 1688

Medford, Oregon 97501