

73458

KNOW ALL MEN BY THESE PRESENTS:

STATE OF OREGON

COUNTY OF KLAMATH

That COMMONWEALTH MORTGAGE CORPORATION OF AMERICA successor by merger to AMFAC MORTGAGE CORPORATION ("Assignor"), acting herein by and through a duly authorized officer, the owner and holder of one certain promissory note for the sum of \$ 11,000.00 executed by Melvin W. Tillery and Victoria D. Tillery, husband and wife ("Borrower(s)") secured by a Deed of Trust of even date therewith from Borrower(s) to Transamerica Title Insurance Co. Trustee, for the benefit of the holder of the said note which was recorded

in the Mortgage Records of Klamath County, Oregon in Book 74, Page 13139 on the lot(s), or parcel(s) of land described therein situated in the County of Klamath, State of Oregon. For and in consideration paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, set over and deliver unto COMMONWEALTH MORTGAGE COMPANY OF AMERICA L. P. ("Assignee") all beneficial interest in and to title to said Deed of Trust, together with the note, and all other liens against said property securing the payment thereof, and all title held by the undersigned in and to said land, to-wit:

SEE EXHIBIT A

TO HAVE AND TO HOLD unto said Assignee said above described Deed of Trust and note, together with all and singular the liens, rights, equities, title and estate in said real estate therein described securing the payment thereof, or otherwise.

Executed this the 6 day of April A.D. 1987

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA
CORPORATE SEAL

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA
successor by merger to AMFAC MORTGAGE CORPORATION

By: Marcheta Carter
MARCHETA CARTER, Vice President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME the undersigned authority, on this day personally appeared MARCHETA CARTER Vice President of COMMONWEALTH MORTGAGE CORPORATION OF AMERICA successor by merger to AMFAC MORTGAGE CORPORATION

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same pursuant to a duly authorized resolution by the Board of Directors of said corporation as the voluntary act and deed of said corporation, for the purposes, and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 6 day of April A.D. 1987

Sally Fernandez
SALLY FERNANDEZ
MY COMMISSION EXPIRES 3/05/90
HOUSTON, HARRIS COUNTY, TEXAS



47
This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

Assignee's Address:

2223 WEST LOOP SOUTH
SUITE #800
HOUSTON, TEXAS 77027

After recording return to:

COMMONWEALTH MORTGAGE COMPANY OF AMERICA L. P.
P. O. BOX 4589
HOUSTON, TEXAS 77210

Prepared by:
EIKENBURG & STILES
Attorneys at Law
1100 First City Natl. Bank Building
Houston, Texas 77002
1550.21 RCS.6

FOR RECORDER'S USE ONLY

93683

28-7706

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CV 89959

Vol. 74

Page

13139

STATE OF OREGON
FHA FORM NO. 2169t
Rev. April 1971

This form is used in connection with
deeds of trust insured under the one-
to four-family provisions of the
National Housing Act.

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of October, 19 74,

between MELVIN W. TILLERY and VICTORIA D. TILLERY, husband and wife

_____ , as grantor,
whose address is 215 Grant Street Klamath Falls State of Oregon,
(Street and number) (City)
TRANSAMERICA TITLE INSURANCE CO. _____ , as Trustee, and

AMFAC MORTGAGE CORPORATION, an Oregon corporation _____ , as Beneficiary.

WITNESSETH: That Grantor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS to TRUSTEE IN TRUST, WITH
POWER OF SALE, THE PROPERTY IN Klamath County, State of Oregon, described as:

The following described real property in Klamath County, Oregon:

The Southeasterly 50 feet of Lot 7 in Block 27 of FIRST ADDITION TO THE
CITY OF KLAMATH FALLS, OREGON, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 7; thence North-
easterly along the Southeasterly line of said Lot 7, 53 feet, more or
less, to the most Easterly corner of said Lot 7; thence Northwesterly
along the boundary between Lots 7 and 8 in said Block, 50 feet; thence
Southwesterly and parallel to the Southeasterly line of said Lot 7, 53
feet, more or less, to the Northeasterly line of Lot 6 in said block;
thence Southeasterly along the boundary between said Lots 6 and 7, 50
feet to the point of beginning.

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining,
the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred
upon Beneficiary to collect and apply such rents, issues, and profits.

TO HAVE AND TO HOLD the same, with the appurtenances, unto Trustee. The above described property does not exceed
three acres.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum
of \$ 11,000.00 with interest thereon according to the terms of a promissory note, dated October 1
1974, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if
not sooner paid, shall be due and payable on the first day of November, 2004.

1. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that
are next due on the note, on the first day of any month prior to maturity: *Provided, however*, That written notice on an intention to
exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further*, That in the event this debt is paid in
full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment
of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note
secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event
shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and
the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its
obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms
of said note, on the first day of each month until said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this
instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by
the Secretary of Housing and Urban Development as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an
amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in
order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the
National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge in
lieu of a mortgage insurance premium which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average
outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on
the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other
hazard insurance on the premises covered hereby as may be required by Beneficiary in amounts and in a company or companies
satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid
therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes and
assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and
special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note
secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied
by Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of
mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

any persons at that time
and who were bound to do
it to receive payment of
the same.

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6276

TRUST TO CHILD

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at _____

Filed for record at request of Aspen Title Company
of April A.D., 19 87 at 11:45

A.D., 19 87 at 11:47

of _____ at 11:47
Mortgages

Mortgages

o'clock A M., and duly recorded in Vol. 14th day
on Page 6274 M87

on Page 6274 and duly recorded in Vol. M87

Evelyn Biehn, County Clerk
By PAH

FEE \$13.00

[illegible][illegible]

THE ABOVE IS A SUMMARY OF THE PROVISIONS OF THE ACT. THE ACT IS A COMPREHENSIVE LEGISLATION WHICH PROVIDES FOR THE REGULATION OF THE BUSINESS OF INSURANCE COMPANIES IN THE STATE OF TEXAS. THE ACT IS A COMPREHENSIVE LEGISLATION WHICH PROVIDES FOR THE REGULATION OF THE BUSINESS OF INSURANCE COMPANIES IN THE STATE OF TEXAS.