

36493

WHEN RECORDED MAIL TO
Commercial Credit CorporationVol. m9/ Page 22252Street: P.O. Box 13029City, State, Zip: Salem, Or 97309

43600

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of October,
 19 91, among the Grantor, Dennis P. Rotherham
 (herein "Borrower"), Klamath County Title Co.
 (herein "Trustee"), and the Beneficiary,
 Commercial Credit Corporation, a corporation organized and existing under the laws of Maryland whose address is
3348 Market St NE Salem, Or 97301 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to
 Trustee, in trust, with power of sale, the following described property located in the County of
Klamath, State of Oregon:

That part of Lot 40 of Fair Acres Subdivision #1, according to the official
 plat thereof on file in the office of the County Clerk of Klamath County,
 Oregon, described as follows:

PARCEL 1: Beginning at a point 383.4 feet South of the 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.

PARCEL 2: Beginning at a point 298.4 feet South of the Northwest corner of
 said Lot 40; thence East 140 feet; thence North 20 feet; thence East 173 feet
 to the East line of said Lot 40; thence South on the East line of said Lot 40,
 105 feet; thence West 313 feet to the West line of said Lot 40; thence North
 along the West line of said Lot 40, 85 feet, more or less to the point of
 beginning.

EXCEPTING THEREFROM the Westerly 5 feet, for widening of Kane Street as
 set forth in Deed Volume 349 page 474.

which has the address of 1555 Kane St Klamath Falls
 [Street] [City]
 Oregon 97601 (herein "Property Address");
 [Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and
 rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be
 deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property
 (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 24, 1991
 and extensions and renewals thereof (herein "Note"), in the principal sum of
 U.S. \$ 37,577.57, with interest thereon, providing for monthly installments of principal and
 interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 5, 2001;
 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust;
 and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the
 Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower
 warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of
 record.