

American General Finance, Inc.

K-45739

Vol. 93 Page 28124

1245 SE 3rd - Suite C10

American General Finance, Inc.

Bend, OR 97702

12-03-93A10:34 RCVD

A Subsidiary of American General Corporation

**72261**THIS TRUST DEED, made this 22nd day of Oct, 19 93, betweenMelvin Bonner and Georgia Bonner an estate in fee simple as tenants by the entirety, as Grantor,Klamath County Title Company, as Trustee,

and American General Finance, Inc., as Beneficiary,

WITNESSETH:

Vol. 93 Page 32174Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Vacated lots 15 through 26, Block 19, and Lots 13 through 22, Block 20
 Townsite of Crescent, according to the official plat thereof on file
 in the office of the County Clerk, Klamath County, Oregon, together with
 all alleys and that portion of Dixon Street adjacent thereto.

SAVING AND EXCEPTING that portion of the above described property conveyed to the
 State of Oregon by deed dated April 20, 1943, recorded April 29, 1943, in Deed
 Volume 155 on page 31, records of Klamath County, Oregon.

This document is being re-recorded to add the name of the trustee.

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 \$ 37822.00
 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 180 monthly installments. The first payment of 476.05 will become due and payable on the 22nd day of Nov,
 19 93 and subsequent payments of 476.05 each on the same day of each month thereafter until said note is fully paid; the final installment
 on said note in the sum of \$ 476.05 will become due and payable on Oct-22, 19 2000. Said note bears interest
 at 12.9 % per annum. The note includes \$ 1050.00 in points, a PREPAID FINANCE CHARGE
 that is financed to the actual effective ANNUAL PERCENTAGE RATE is 13.45 %.

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.

THIS TRUST DEED AND THE NOTE IT SECURES ARE NOT ASSUMABLE

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 constructed, damaged or destroyed
 thereon, and pay when due all costs incurred therefor.
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, vandalism and malicious mischief in an amount not less than \$ 50,000, written in companies acceptable to the
 beneficiary, 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 and disability insurance as grantor 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 upon 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 so to 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 rates specified above.
5. To keep said premiums 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 past 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:

7. In the event that any portion of all said property shall be taken 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, at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation,
 promptly upon beneficiary's request.

8. 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 in the payment
 of any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or such interest
 and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the
 accompanying note shall be deemed to be secured by this Deed of Trust, 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 and be
 due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

9. 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, trustee 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 in the manner provided by law for mortgage foreclosures.
 However if said real property is not so currently used, the beneficiary at his election 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 advertisement and sale. In the latter event the beneficiary or the 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
 86.735 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 86.753, 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 thereby, 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.

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.

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, 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. 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, trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (3) 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 proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, 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 other 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.

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 estate 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 pledgees, 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.

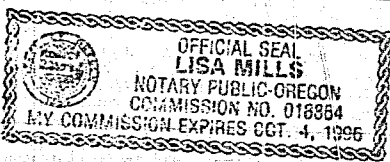
IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Melvin Bonner
Georgia Bonner

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.)

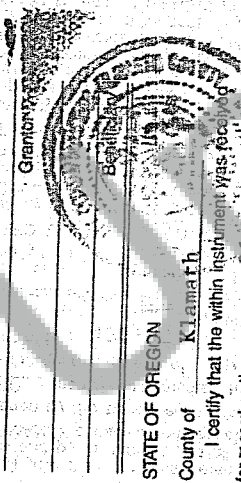
(ORS 33.490)

STATE OF OREGON,)
County of Deschutes) ss.
Personally appeared the above named Melvin Bonner
Georgia Bonner and acknowledged the foregoing instrument
to be his and hers voluntary act and deed.
(OFFICIAL SEAL) Lisa Mills Notary Public for Oregon
My commission expires: 10/04/96



STATE OF OREGON, County of _____) ss.
Personally appeared _____, 19____, 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 latter is the _____ secretary of _____ 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



I certify that the within instrument was received for record on the 26th day of Oct, 1993 at 1:39 o'clock P. M. and recorded in book M93 on page 28124 or as filed number 70209 Record of Mortgages of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn County Clerk
Recording Officer
By Dorlene Mustand Deputy
Fee \$15.00



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 3rd day of Dec, A.D., 19 93 at 10:34 o'clock A. M., and duly recorded in Vol. M93 of Mortgages on Page 32174.
FEE \$10.00
By Evelyn Biehn - County Clerk
By Dorlene Mustand

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.