	Vol.may Page	38834
HTC "140 42643 ND ASSI GNMENT OF	RENTS	

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	12-2"-94A11:37 RCVI	17-0, =	40 42643	VOI.mgy Page 00004
92887	DEED OF TRUS	I AND ASS	GNMENT OF	RENTS
ATE OF THIS DEED OF THUST	ND OF THE LOAN TRANSACTION	DATE FUNDS DISB	SED AND INTEREST BEGINS	ACCOUNT NUMBER
December 2	21st, 1994	Decembe	27th, 1994	3654-408017
BENEFICIARY		GRANTOR(S)		
	CA FINANCIAL SERVICES	(1) Larry	e Horstman	
ADDRESS: 1070 N.	W. Bond Street, Suit: 2	20 4 (2)		
OITY: Bend, O	regon. 97701	ADDRESS:	1)21 Mitchell Str	reet,
NAME OF TRUSITEE: A	spen Title Company	CITY:	Klamath Falls, On	regon. 97601
	THIS DEED OF 1'R	I ST SECUR	S FUTURE ADV	ANCES
ey this Deed of Trust, the un	idersigned Grantor(s) (all, if more than	or a), for the purposo	of securing the payment of	a Promissory Note of even date in the principal sum
ale the following described	I property situated in the State of O ege	D1 County of		priveys and warrants to Trustee in trust, with power of
The N $1/2$ of Lo	ts 730 and 731, Block	1:9, MILLS A	DITION TO THE C	ITY OF KLAMATH FALLS, in the
County of Klama	th, State of Oregon.		. •	
CODE 1 MAI' 3809	-33DA TL /400 S. Tract No. 1020, TH R	DADDITION D	· SUNSET VILLACE	;, in the County of Klamath,
State of Oregor	. CODE 41 MAP 3909-12	CB TL 7200		
The final maturity date of t	he Promissory Note is Janu ar	<u>y lst, 1998</u>		electric, ventilating, refrigerating and air-conditioning
				electric, ventilating, refrigerating and air-conditioning hold goods" as the term is defined in the Federal Trade of this Deed of Trust, shall be deemed fixtures of the
				ng to Trustee and his heirs, executors, administrators,
Grantor also assi ins to Be premises, during continuan	neficiary all rents, issues and profix of ce of de aulthereunder, and during com adequacy of any security for the in let	th a Premises, resend in lance of such defai lie iness hereby sect	rig the right to collect and it it authorizing Beneficiary to u ed by any lawful means	use the same with or without taking possession of the enter upon the Premises and/or to collect and enforce
loaned by Beneficiary to G payment of any rioney that to protect the security or in	antor in connection with any renews i or it may be advanced by Beneficiary to G accordance with the covenants of this	re inancing, but Bern Frentor or to third part C sed of Trust.	e iclary shall not be obligat to t is, with interest thereon it	t of the principal sum with interest thereon at the agreed avor of Beneficiary, reference to which is hereby made, therest thereon at the agreed rate, as may be hereafter to make any additional loan(s) in any amount; (4) The the agreed rate, where any such advances are made
FIRST To the pay	ment of the interest due on said Agree		t be applied in the following a seed against the Premise	order: is, insurance premiums, repairs, and all other charges
TO PROTECT T HE SECt other casualties (s Benefic as Beneficiary may from ti soliection) shall, at Benefic shall not cause c iscontinu shall pass to the purchase against the abov a describ and deliver to Be neficiary of all such takes ind assel indebtedness se cured her all said takes, liens and as by this Deed of T ust and f of the proper put in a different days or restore (romptly & for labor perform ad and m Note and this Dired of Tm of the Premises herein d of said indebtedness or th the ownership o the Prem in fee simple ark has goot the lawful caum ; of any a	ARITY HEREOF, GRANTOR(S) CC VE lary may specify, up to the full value (1 al me to time approve, and to keep the po Jary's oution, be applied on said ind bt ance of any proceedings to forecies a the total sector of the sector of the po and premises, or any part thereof, or (por ten (1C) days before the day fixed by aw sements; (3) in the event of default ty G reby due and collectible or not), may (a) seesments without determining the /all hall boar interest from the date of part and in 1 good and workmanlike man er aterials iturnished therefor; (5) That G ran ist and that the time of payment of the sestible or with the fact of the said that the time of payment of the sectible on any, without notice, be rely as the lien of this instrument upon the rema- listes shall release, reduce or other vise and and apayting the convey the same an ind all parsons whatsoever.	ic es therefor, proper eness, whether duo is Deed of Trust. In- er due all taxes, liere the duo taxes, liere the fisch interest of an tor(s) under Para (ef ect the insurance (ef ect the insurance (ef ect the insurance) (ef preference), and (c) end at the agreed rate (ef y therefor, and (c) end (c) e	r / endorsed, on deposit will r not, or to the restoration i to event of foredosure, all s (including any prior Trust D r by, or upon the interest of r enalty to accrue thereor t g aphs 1 or 2 above, Bene ic s ove provided for and par / t s ch disbursements shall sc 4) To keep the buildings an rescontrary to restrictions s or the purpose of inspectin ecured, or of any portion the indebtedness secured ha ecured, or of any portion to s for the full amount of said 1 a all liability or the filen hereiny e eby forever warrant and with	ses insured in Beneficiary's favor against fire and such nsuch manner, in such amounts, and in such companies h Beneficiary and that loss proceeds (less expenses of of said improvements. Such application by Beneficiary rights of the Grantor in insurance policies then in force Beneficiary in the Premises or in said debt, and procure the official receipt of the proper officer showing payment dary, at its option (whether electing to declare the whole the reasonable premiums and charges therefor; (b) pay a added to the unpaid balance of the obligation secured do other improvements now existing or hereafter erected of record or contrary to laws, ordinances or regulations ng the Premises; to complete within one hundred eighty d or destroyed thereon; and to pay, when due, all claims string the personal liability of any person for the payment indebtadness then remaining unpaid, and no change in created; and (6) That Grantor is selzed of the Premises ill forever defend the title and possession thereof against theory lots as the same may hereafter become due, or
upon default in the perior in any court to enforce any Note secured hareby sha be entitled to tha monies (a) waiving the sollateral Default and of Election To or some part or parcel th whereupon Thu shee shal	Ilen on, claim against or interest in the F Il immediately become due and pay abl due thereon. In the event of such the and enforce the Promissory Note; (1) f Cause Said Property To Be Sold to tait recoft is situated. Beneficiary shall i lso forec ose the Deed of Trust in acc rda	the nises, then all surf the option of Ber at Beneficiary may on closing this trust of the obligations ho of posit with Truste an an a with Oregon la	 owing by Grantor(s) to B and ficiary on the application of erarcise all remedies at law is ed judically; or (c) exect of rof, and Trustee shall file su the Promissory Note and and remember of the state of the remember of the remember of the state of the remember of the remember	issory Note as the same may hereafter become due, or y Grantor(s), or should any action or proceeding be filed heliciary under this Deed of Trustor under the Promissory of Beneficiary or assignee, or any other person who may and in equity including, but not limited to, the following: ing or causing the Trustee to execute a written Notice of ich notice for record in each county wherein said property all documents evidencing expenditures secured hereby,
	surrer.d ar possession of the Premates			order of each county in which said property or some part
the Trustee named here	in or of any successor Trustee. Each s	us a substitution shall	e executed and acknow e	order of each county in which said property or some part all succeed to all the powers, duties, authority and title of dged and notice thereof shall be given and proof thereof
	by and Grantor(s) of his indebted: 158) sreunder, Trustec	t hall reconvey to said Gran	tor(s) the Premises according to law.
(5) Should the Premises awards, and other paym of Trust.	s or any part thereof be taken by read on ents or relief therefor, to the extent reo	cf any public improve se aary to liquidate th	a tentor condemnation proc a unpaid balance, including	peeding, Beneficiary shall be entitled to all compensation accrued interest, of the obligation secured by this Deed
	RETURN TO TRANSAMERICA FIN		P.O. Box 5607,	Bend, or. 97708
AFTER RECORDING	HETURN TO THANSAMERICA HIN		•	Address

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cuid Grantorsell, corvey i have the right, at its optio twith standing anything in	ransferordispose of the r n, to declare all sums so	ure i nereby forthwith	n ct and payable	e. ontrary, nei her this	Deed of Trust nor th	e Promissory Note shall	be deemed
OFB ULL THE CHARMON (17) M.	,						a shell jourg
Grantors shall be jointly	and severally liable for a rs, executors, administra onstrued as plural where	filine at of their cove	inter s and agreen	nents herein conta d assigns of the pa	rties hereto respecti st but does not exec	vely. Any reference in ute the Promissory Not	this Deed of e: (a) is co-
of the singular shall be c	onstrued as plural where	app priate. Any G	the property under	r the terms of this	Deed of Hust, (b) is	to extend, modify, forb	ear or make
con modations with reg	ard to the terms of this D	960 C IFUSI OF UIG F		mability of any oth	er provisions.		
	wat any provisions here?	1 she i not anect me	As it it's the outload			w. Trustee is not obliga stee shall be a party, un	ated to notify less brought
arty nereto of perior is of 15te).				wath incurs ad by P	eneficiary in protect	ing or enforcing the lien	of this Deed
jotistions, arbitrations,	trials, administrative pro	vertiges, concentration vertices in fieu of for	reck sure, actions	on the Promissory	Note, foreclosure at		
The undersigned Granto	r(s) requests that a copy	of ar) Notice of Detail	THIS ICOLARY NOW				
The terms Deed of Tru	st and Trust Deed are int	KON I geau.e.				December 21st	. 1994
IN WITNESS	WHEREOF the sai	I Grantor has to	the se present	is set hand and	seal this date		
		-		dom	Grantor L	arry Lee Horst	cman
		OFFICIAL S	DELSON				
TE OF OREGON		(MMISSION NO	-CF-GUN		Grantor		
nty of Klama	· ·	AISS ON ENTRESS	Er 1 13, 1991		100/	Larry Lee	Horstman
	wledged before me on the	Twenty Firs	tday of	December		_, by	
s instrument was acknow	NIGOGOO WOLLO CANA						
	NO 1	1		My Commissi	on Expires: Sept	ember 13th, 19	97
Before Me:	helmy Motary P	blic t Oregon		Wy CO Miner			
		FOUEST	OIL FULL RE	CONVEYAN	E		
an) requested, on pay of Trust, delivered to y the name.	legal owner and holder o nent to you of any sums ou herewith and to recon Mail Reconveyance to	ey, w thout warranty,	to it e parties desi	gnated by the lenn			
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Dorotk	ose or destroy. This Da	ed c1 Trust must be	d vered to the	Ву	ellation before reco	onveyance will be mad	śe.
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				Klamath Lunstee ic L cauc day of day of day of	A m., and recorded in book <u>M94</u> Record of Montgage of said county. my hand and seal of County affixed.	Title	
TRUST DEED				Klamath Lunstee ic L cauc day of day of day of	A m., and recorded in book <u>M94</u> Record of Montgage of said county. my hand and seal of County affixed.	Title	Andeo
				Klamath Lunstee ic L cauc day of day of day of	A m., and recorded in book <u>M94</u> Record of Montgage of said county. my hand and seal of County affixed.	y Clerk Tille	Andeo
				Klamath Lunstee ic L cauc day of day of day of	<u>Dec</u> o'clock <u>A</u> m., and recorded in book <u>M94</u> age 38834 Record of Mortgage of said county. Witness my hand and seal of County affixed.	y Clerk Tille	Andeo
			STATE OF OREGON	Klamath Ial life within instrument was day of day of	<u>Dec</u> o'clock <u>A</u> m., and recorded in book <u>M94</u> age 38834 Record of Mortgage of said county. Witness my hand and seal of County affixed.	Title	Vinged
				Klamath Lunstee ic L cauc day of day of day of	A m., and recorded in book <u>M94</u> Record of Montgage of said county. my hand and seal of County affixed.	y Clerk Tille	Andeo

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