6650 Anecican General Finance, Inc ... 4-47521 ding Return To: P.O. Bay 5155 BEND, De. 97708 American General Finance, Inc. A Subsidiary of American General Corporation THIS TRUST DEED, made this 20th
Hershel B. Knotts and Nancy Knotts day of _September 19 QF Klamath County Title and American General Finance, Inc., as Beneficiary, as Trustee. WITNESSETH Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _ County, Oregion, described as: Antelope Meadows 3rd Addition, Block 6, Lot 2, #EM, 6918 Klamath County, Oregon. 09-25-95P03:47 RCVD 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 focures 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 \$ 10117.32 95 and subsequent payments of 211, 19 each on the same day of each month thereafter until said note is fully paid; the final installment one due and payable on Oct. 1, \$39,2001; said note bears interest on said note in the sum of \$ 211.19 will become due and payable on Oct. 1, on said note in the sum of \$ 211.19 will be unit to an up at 14.50 % per annum. The note includes \$ that is financed so the actual effective ANNUAL PERCENTAGE RATE is 15.14 165,00 in points, a PREPAID FINANCE CHARGE 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 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 therefore.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in 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 \$ 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 or credit life To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire with

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, 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 deal and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust and the accompanying note shall become and be used to the indebtedness shall be necessary and the amount sole of the property.

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, or change therein) and importance of the property. The granten is a payable at any time there are the sole option of the payment of the indebtedness trustee may (a) consent to the making of any map or plat of said property; (b) reconvey, without warranty, all or any pay red the property. The granten in any reconveyance may be described as the "perso

Instee shall fix the time and piace of sale, give house mereor as then required by aw and proceed to forecose this files deed in the matter process.

13. Should the beneficiary elect to forecose 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. Mijerosti i in Lendalitario e La applicazione di Senzi, sti og stat gifter appearance

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 purchaser its peed 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's 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 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 appointment and substitution shall be made by written instrument executed by the property is situated, shall be conclusive proof of proper appointment and substitution shall be made by written instrument executed by the property is situated, shall be conclusive proof of proper appointment and substitution shall be made by written instrument executed by the property is situated, shall be conclusive proof of proper appointment and substitution shall be made by written instrument executed by the property is situated, shall be conclusive proof of proper appointment and substitution shall be made by written instrument executed by the property is s 25922 The grantor coverants 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 herelo, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. 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 93.490) But Eq STATE OF OREGON, STATE OF OREGON, County of 55 County of _Deschutes Personally appeared the above named Hershel) SS. 19 В. Knotts and Personally appeared Nancy Knotts and acknowledged the foregoing instrument who, being duly swom, each for himself and not one for the other, did say that the former is to be their voluntary act and deed. the president and that the latter is the (OFFICIAL secretary of SEAL) Notary Public for Oregon 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. OFFICIAL SEAL LISA MILLS NOTARY PUBLIC-OREGON Before me COMMISSION NO. 018864 MY COMMISSION EXPIRES OCT. 4, 1996 Notary Public for Oregon My commission expires: (OFFICIAL SEAL) i sent terrip seg. Sin a seguine Clerk Beneficiary CONSUMER FINANCE LICENSEE Witness my hand and seal of County affixed the within instrument was ပ္ပ 25th TRUST DEF on page 6650 95 Record of Montgages of said County. 9 Klamath 3:4 6'clock M95 Sept or as file/reel number STATE OF OREGON e recorded in book That for record on the FEE: \$15.00 Certify Sounty of 0 ыс **ло:** REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. . Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. grage m

Mail reconveyance and documents to

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Beneficiary American Ceneral Finance, mo.

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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. Description of

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