Atter Recording Return To:

Anjertican General Finance

Title Biddle Rd

MCC 4301 D

Gor Hoostals Use

Finance, Inc.

Asterican General Corposesor

Title Construction General Corposesor

Asterican General General Corposesor

Title Construction General Construct MARRICANI TRUST DELIGITO CONSUMER FINANCE LICENSEE November , 1997 lith day of THIS TRUST DEED, made this . Delween J. Claude Bowden and The Ima Marie Bowden - husband and wife as Granto, and AmeriTitle (Ticor Title Insurance Conpany) as Trustee, and American General Finance Inc., as Beneficiary, and promound and the factor of the control of the VIIINESSETH of the factor of the Grantor in avocably grants, bargains, sails and converts to trustee in trust, with power of sale, the property in County Oregon, described as:

Lot 91 of MOVINA, according to the official plat thereof on file in the office of the County Clerk of Klamach County. Oregon. The above physical address is: 151 Mc Clellan - Klamath Falls. OR 97603 Haliferio de la dracina a logo e inno logica de la casta com le 2 mai de con 100 e ano the property of the state of th together with all and singular the tenemerts, hereditan ents and apputenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the mints, 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 \$ 47105.00 agreement of the granter herein contained and also securing the payment of the sum of \$\frac{47105.00}{47105.00}\$

This day actually loaned by the beneficiary to the granter for which sum the granter has given his note of even date payable with interest to the beneficiary in 180 monthly institutents. The first payment of \$520.69 and subsequent payments of \$520.59 and subsequent payments of \$520.59 and subsequent institutents on said note in the sum of \$520.69 will become due and payable on November 17th will become due and payable on November 17th 2012; said note bears interest at 10.50 % per annum. The note includes \$\frac{1350.00}{1350.00} in points, a FREPAID FINANCE CHARGE that is named so the actual effective ANNUAL PERCENTAGE RATE is 11.02 %. All installments include principal and interest and, as paid, shall be applied first to interest and then to unpaid principal; propayment 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 recured 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 descrited property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or allerance by the trustor, as obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and paytible. The above described real property [is is not (state virich) currently used for agricultural, timber or grazing purposes.

NOTE: The Trust Deed Act provides that the trusten hereunder must be either an attorney, who is an active member of

NOTE: The First Deed Act provides that the trustice hereunder must be eather an attorney, who is at active themselve to the Oregon Shate Elar, a bank, trust company or savings and form association authorized to do business under the leave of the Oregon or that United States, a title insurance company authorized to insure title to real property of this state, is substitutives, affiliates, agents or branches, or the United States or any agency themsof. The licensee is always the beneficiary. This form not suitable for branches that \$2,000. 007-00012 (11-95)

1. To profisct; preserve and main said projectly in good concilion and repair; not to standy or demolish any building or improvement thereon; not to a minit or permit any waste of said properly.

2. To complete or restore prompt), and in good and working the manner any building or improvement which may be constructed, themeged or destroyed thereon, and pay when due all costs incurred therefore. 3. To comply with all laws, ordinances, regulations, dovernants, conditions and restrictions affecting said property; If the beneficiary so requests, to join in an equipment such linearcing statements pursuant to the Uniform Commercial Code as the herefficiary may require and to pay for filling same in the proper public office or offices. 4. To provide and continuously minintain insurance on the buildings now or hereafter erected on the said premises against loss or clamage 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 granter shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary this direct, if the grainfor small has for any reason to produce any such insurance and to deliver said policies to the periodicary at least fifteen clays prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may produce the same at grantor's expensit. Grantor hereby authorizes and directs beneficiary to produce, if produced, such credit life or 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 indektedness 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 water any default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the grantor fail to so insure or to preserve the collateral for this loan, the beneficiary may purchase such insurance and add the amounts so paid to the unpaid principal balance to bear interest at the unpaid principal balance to bear interest at the risk apecified above and constitute an additional obligation of the granter hereunder to be paid over the remaining term of the promissory note which this instrument secures concurrently with the remaining unpaid installments. The following warning applies if, as a condition to closing your loan, we have required that you maintain properly insurance on properly securing this loan: WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. The insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage

elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lagged or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by

5. To keep said premiums from construction liens and to pay all taxes, assessments and other charges that may te levied or assensed upon or against said property before any part of such taxes, assessments and other charges treat may become past due or definquent and promptly deliver receipts therefor to bane ficiary.

To appear in and defend any action or probeeding 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 mones 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 is the selection sind by decreasing and the selection of the security of of the sec this Deed of Trust and the accompanying rate 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. An any time and from time beed or trust.
9. An any time and from time to time upon written request of beneficiary and presentation of this dead and the note for endorsement (in case of full reconvey ance, for cancellation), without affecting the liability of any person for the phyment 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 emitted thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

10. Upon any default by grantor her sunder, beneficiary may at any time without notice, either in person, by agent To. Upon any default by grantor nerrunciar, 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 scalaned 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 its aforesaid, shall not care 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 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 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 every the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to nell the said described real property to satisfy the obligations secured hereby, wheretices this trust deed in the manner provided in ORS \$8,735 to \$6,795.

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(ii) 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 granter of other person so privileged by ORS 86.753, may pay to the beneficiary or his success; is in interest respectively, the critic amount then due under the terms of the trust clead and the obligation secured the plus, other than such polition of the principal as would not then be due had no default occurred, and thereby cure the distant, in which event all foreckeure proceedings shall be dismissed by the

14. Otherwise, the sale shull 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 purcels 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 recitats in the deed of any matters of fact shall be conclusive proof of the truttifulness 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 trustse in the trust deed as their interests, may appear in the order of their priority and (3) the surplus, if any, to the granter or to his successor in interest entitled to such surplus.

16. For any region permitted by law beneficiary may from time to time appoint a successor or successors to any trusted 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 bensin named or appointed hereunder. Each such appointment and sustitution shall be made by written instrument executed by the 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 granter 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),

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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

whenever the context so requires, the maxiculine gender in includes the nural	ame! as a benificiary herein. In construing this deed and ichidas the feminine and the neuter, and the singular number
	et his hand the day and year first above written.
The Pma maner owle	
Thelma Marie Bowden	
haneficiant should make the required disclinings.	warranty (a) or (b) is not applicable; if warranty (a) is is defined in the Truth-In-Londing Act and Flegulation Z, the
or impais our or injustific at trains to the surrous and la	erte con 1991 (1991) (1
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	
STATE OF OREGION, County of <u>Jackson</u>	STATE OF OFIEGON, Ss.
Personally appeared the above named	Personally appraired
acknowledged the foregoing instrument to be their voluntery act and deed.	who, being duly swom, each for himself and not one for the other, did say that the former is the president and that the latter is the
OFFICIAL SUBALSUAL	secretary of
NOTARY PUBLIC - OREGION COMMISSION NICHIGAS PARANCES, 1998 Notary Public for Oregon NICHIGAS PARANCES, 1998 Notary Public for Oregon NICHIGAS PARANCES, 1998 NOTARY PUBLIC FOR ORIGINAL PROPERTY OF THE PROPER	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: (OFFICIAL SEAL)
	Notary Public for Oregon
	Nly commission expires:

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