TOTE After Facording Return To:

After Facording Return To:

June Lican General Finance Inc.

1.110 Riddlig Road 1110 Riddin Road Chill and Graph to a specific third burger to be McCford, OR 97504

McCford, OR 9 American Genoval
Finance, Inc.
A Satekiny of American General Corporation

A Satekiny of American General Corporation ALI POR CAR TRUST DEED TO CONSUMER FINANCE LICENSEE CIRCLE SIDE THIS TRUST DEED, made this __,13th_ between JOHN GIRMAN and MEACHELL PARMENTIES, not as tenants in common, but with the right of as Grantor, and Aspen Title & Escrop, Inc. as Trustee, and American General Finance, Inc., as Beneficiary, 1997 n i wy onjy WITHESSETH: Grantor Irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in County, Cregon, described as: _Klarath. decare and processing programme and the second of the seco Lots 4 and 5, Block 5, KLAMNTH RIVER SPORTSMIN ESTATES, in the County of Klamath, State of * The set the set of t The above property address is: 15592 Buck Lane-Keno, OR 97627. cve property address is: 15532 Buck Lane-Keno, OR 397627. The property of the property o together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appending, and the rents, lisues and profits thereof and all fotures now or hereafter attached to or used in corinection with said real estate, FOI: THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and also securing the payment of the sum of \$66021.00

agreement of the grantor herein contained and also securing the payment of the sum of \$66021.00 this day actually loaned by the beneficiary to the grantor for which sum the grantor has given his right of even date payable with interest to the beneficiary in 180 inonthly installments. The first payment of \$792.36 and subsequent payments of \$792.36 each on the same day of each month thereafter until said note is fully paid; the final 2012 said note bears interest at 12.00 % per annum. The note includes \$2520.00 in points, at PREPAID FINANCE CHARGE that is financed so the actual effective ANNUAL PERCENTAGE FATE is 12.74 %.

All installments include principal and litterest ar it, as paid, shall be applied first to interest and then to unpaid principal;

THIS TRUST DEED AND THE NOTE IT SECURES ARE NOT ASSUMABLE.

The date of maturity of the clebt secured by this instrument is the clate, 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 instrument, irrespective of the maturity dates ecoressed therein, and at the option of the holder thereof, upon clemand, challenges immediately due and namely the content of the holder thereof, upon clemand,

The above described real property [] is not (state which) currently used for agricultural, timber or grazing purposes.

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 husiness under the laws of the Oregon State Bar, a bank, trust company or savings and to in association during the to real property of this state, its substitutions, affiliates, agents or branches, or the United States or any agency thereof. The iconsee is always the beneficiary. This form not suitable for loans less than \$2,000.

To protect, preserve solutionated said property in good condition and repair; not to remains or desirable in good and workmanistic manner any building or improvement which may be a cost of complete or restore promptly and in good and workmanistic manner any building or improvement which may be a cost of cost of the c 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so require and to pay for filling 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 written in companies acceptable to the beneficiary with less than \$66021,00 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 at least lifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at granter's expense. Granter hereby authorizes and directs beneficiary to procure, if 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 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 beneficiary may determine, or at option of beneficiary upon any indebtedness secured hereby and in such order as to grantor. Such application or release shall not oure or weive 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 collected for this loan, the to grantor. Such application or release shall not cure or waive any deraun or notice or default nereunder or invalidate any act done pursuant to such notice. Should the grantor fall to so insure or to preserve the collecteral 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 rate specified above and constitute an additional obligation of the grantor 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 muintain properly incurrance 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 clamaged, 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 properly 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 acided amount. The effective date of coverage may be the date your prior coverage lapsed 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 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.

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 monles 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 inclubtedness 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 corr nenced to screeces 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 this Deed of Trust and the accompanying note shall become and be due and payable at any time therefore at the sole option of the owner or holder of this Deed of Trust.

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 reconveyants), for cancellation), without affecting the liability of any person for the payment of the indebledness, trustee may (a) consent to the making of any map or plat of said property; (b) join in graring any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this 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 hereunc er, benefician; may at any time without notice, either in person, by agent or by a court appointed receiver and without regard to the adiquacy 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 it ensee to an alterney 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 swards 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 granter 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 to eclose this trust deed in equity as a mortgage provided by law for mortgage to eclose this trust deed in equity as a mortgage provided by law or direct the trustee to foreclose this trust deed by written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby whareupon the trustee shall fix the time and piece of sale, alive notice thereof as then required by law and proceed to whereupon the trustee shall fix the time and place of sale, (I/Ve notice thereof at their required by law and proceed to foreclose this trust dead in the manner provided in ORS 86.735 to 86.795.

- 13. Should the beneficiary elect to preclose by divertisement and sale then after default at any time prior to five days before the date set by the trustee's sale, the granter or other person so privileged by CRS 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 then by, other than such portion of the principal its would not then be due had no default occurred, and thereby cure the district in which event all forecles are proceedings shall be districted by the
- 14. Otherwise, the sale shall be held on the date and at the time and place clesignated 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 each, 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 coverant of warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truttfulness 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 entitle 1 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 hereinder. 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. Einch 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 courty or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor truster.
- 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 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), XXXIIII DOG DOG ZÜHRÜLZEKRINI XXX

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 pledges, of the note secured hereby, whether or not named as a beneficiary herein. In constraint this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number instructions this because ostavo altrimatio javi ar p

IN WITNESS WHEREOF, said grantor has heren	unto set his hand the day and year first above written.
	and the harm the day and year hist above written.
JOHN GIR DAN	
and the second control of the second control	
meached tarnenties	
MEACHELL PARMENTIER	the property of the second
Control of the second s	And the state of t
IMPORTANT NOTICE Delete by linky out which	
applicable and the beneficiary is a creditor as such	ever warranty (a) or (b) is not upplicable; if warranty (a) is word is defined in the Truth-In-Lending Act and Regulation Z, the
beneficiary should make the required disclosures.	the
	THE STATE OF THE STATE OF THE STATE OF THE STATE OF
	- 1 1
	(OFIS 93.490)
(If the signer of the above is a corporation,	
use the form of actinowledgement opposite.)	
STATE OF OREGON, County of Jackson	The introduction and the control of
C. C	- 日本語學院 耕 劉政権 ジェースはいちょう ヨー・ジェー・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・
Personally appeared the above named _JOHN_GIRTM	
DCLMEACHELL PARMENTIER-not as tenants in	
200000 but with right of convince of	(4) [1] [2] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4
acknowledged the foregoing instrument to betheir	
voluntary act and cleed.	STATE OF ORECON,
	County of Klamath SS.
(OFFICIAL SEAL)	
KI Parameter Comments of the C	Filed for record at request of:
Notary Public for Orago	
	Waben Tiffis o Factom
My commission expires: May 10,1498	on this 17th day o November AD, 1997
	at 11:24 o'clock A. M. and duly recorded
\$P\$ 1.75111/2 (USF 17)	in Vol. 1927 of Hortgages Page 37712
OFFICIAL SEAL	Bernetha G. Letsch, County Clerk
I ST THE ENGLISH ASSESSMENT ASSES	By Matthin Roar
COMMODBLIC - OREGON	
MY COMMISSION ADJOINTS	Fee, 20:00 Deputy.