

35459

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State of Oregon

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LINE OF CREDIT DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 12-4-96
and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:

GARY R. MAXWELL AND JANICE D. MAXWELL, HUSBAND AND WIFE
5215 WALTON DRIVE
KLAMATH FALLS, OR 97603

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

PRESTON, THORGRIMSON, SHIDLER, GATES & ELLIS
C/O LUCY KIVEL, ESQ.
3200 US BANCORP TOWER, 111 SW 5TH AVENUE
PORTLAND, OR 97204

Prepared By:
The Money Store
Home Improvement Products - 1000
1770 Tribute Road Suite 100
Bakersfield, CA 93318

Studio Logo

LENDER:

BILL JOHNSON
333 ASH STREET
RED BLUFF, CA 96080



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2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

PARCEL 2 OF LAND PARTITION 17-90 SITUATED IN LOT 1 OF HOMDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, TOGETHER WITH A 1985 SKYLINE MOBILE HOME WHICH IS SITUATE ON THE REAL PROPERTY DESCRIBED HEREIN. BEING IN THE NW 1/4 NW 1/4 OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON SUBJECT TO: ALL THOSE ITEMS OF RECORD AND THOSE APPARENT UPON THE LAND, IF ANY, AS OF THE DATE OF THIS DEED AND THOSE SHOWN BELOW, IF ANY.

The property is located in KLAMATH at 5215 WALTON DRIVE
(County) (Address) KLAMATH FALLS, Oregon 97603
(City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 10,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

HOME IMPROVEMENT RETAIL INSTALLMENT CONTRACT DATED: 12-4-96
WITH THE INTEREST RATE OF 13.50%

OREGON - DEED OF TRUST (NOT FOR FIDELITY, FIDELITY, FIDELITY OR VA USE)
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of The Money Store the 3rd day
of September A.D., 19 98 at 1:43 o'clock P. M., and duly recorded in Vol. M98
of Mortgages on Page 32507

By Bernetha G. Letsch, County Clerk

FEE \$15.00