

1999 NOV -9 PM 3:03

PREPARED BY

Linda R. Aschoff

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:SIOUX FALLS SERVING CENTER
4909 EAST 26TH STREET,
SIOUX FALLS, SD 57110

Loan Number: 940-2-390-390446

K54686

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Morgan Stanley Dean Witter Credit Corporation	OREGON DEED OF TRUST AND FIXTURE FILING
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THIS Deed of Trust is made
among the Trustor, (herein "Borrower")
with the Property Vesting/Relationship of

October 26, 1999

JERRY L WALLS and JEANNA G WALLS

AN ESTATE IN FEE SIMPLE AS TENANTS BY THE
ENTIRETY

whose mailing address is

2320 Darrow Avenue
Klamath Falls, OR 97601

the Trustee (herein "Trustee")

HAMMONS & MILLS, ATTORNEYS TERRENCE

HAMMONS

115 W 8th

Suite 280

Eugene, OR 97401

and the Beneficiary (herein "Lender")

Morgan Stanley Dean Witter Credit Corporation
1001 SW FIFTH AV
SUITE 2200
PORTLAND, OR 97204

MAXIMUM AMOUNT SECURED: Thirty-Seven Thousand Six Hundred and 00/100 Dollars (\$37,600.00)

THIS AGREEMENT IS A FIRST DEED OF TRUST.

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath, State of Oregon:

**LOT 645, BLOCK 119, MILLS ADDITION TO THE CITY OF KLAMATH FALLS,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE
COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

which has the address of:
(herein "Property Address")

2320 Darrow Avenue
Klamath Falls, OR 97601

TOGETHER with all other improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property."

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Seven Thousand Six Hundred and 00/100 Dollars (\$37,600.00), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2029; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

ANY REFERENCES in this Deed of Trust to the "Note" shall be deemed to refer to the Agreement, and any references in this Deed of Trust to notes and promissory notes shall include loan agreements, as applicable. All references to interest shall be deemed to include finance charges. All references to the "Security Instrument" shall be deemed to refer to this Deed of Trust.