

WHEN RECORDED MAIL TO

The CIT Group/ Consumer Finance, Inc. P.O. Box 630 Marlton, NJ 08053-3941 200 OCT 31 AM II: 19

MTC SABIL-LB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

	ROI	BERT L BOWM	AN		The CIT Group/Con (a Delaware Corpor	sumer Finance, Inc. ration)
TRUSTOR(S) Name(s) and Address(es)	4132 KL	2 ALTAMONT I AMATH FALLS	ORIVE , OR 97603 ("Borrower")	Beneficiary Name and Address	10300 SW G SUITE 460 PORTLAND	REENBURG ROAD O, OR 97223 ("Lender")
TRUSTEE'S NA AMERI		d address LE, 222 SOUTH S	SIXTH STREE	T, KLAMA	ATH FALLS O	R 97601
LOAN NUMBER	7	DATE	PRINCIPAL BALANC	CE		FINAL PAYMENT DATE
		10/26/00	\$ 9	94,800.00		11/15/30
evidenced by monthly pay above. This interest, and advanced un Borrower's c	y Borments Deed all reder povena grants	rower's note date, with the full deb of Trust secures tenewals, extension aragraph 2 to pronts and agreement	d the same date t, if not paid earl to Lender: (a) the s and modification beet the security s under this De	e as this Delier, due and the repayment tons; (b) the of this Deled of Trust	payable on the later of the debt evidence of Trust; and and the Note. F	box above. This debt is lote"), which provides for Final Payment Date shown idenced by the Note, with other sums, with interest, and (c) the performance of for this purpose, Borrower llowing described property egon:

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

which ha	s the address of _	4132 ALTAMONT DRIVE	, KLAMATH FALLS,
		(Street)	(City)
Oregon	97603	("Property Address");	
	(Zip Code)		

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property. Borrower warrants that the lien created by this Deed of Trust is a valid and enforceable lien subordinate only to easements, liens and restrictions of record as of the date of this Deed of Trust, and that during the entire term of the indebtedness secured by this Deed of Trust Borrower will not permit this lien to become subordinate to anything else. Borrower warrants and will defend the title to the Property against all claims and demands except such easements, liens and restrictions of record as of the date of this Deed of Trust.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Taxes-Liens-Insurance-Maintenance. Borrower will pay, when they are due and payable, all taxes, liens or security titles (legal claims), assessments, obligations, water rates and any other charges against the Property,

10/26/00 13:07 1132105 2-2 136A (2/98) Oregon Initial(s) X KLB X
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whether superior or inferior to the lien or security title of this Deed of Trust, including paying Lender any costs, including outside attorney's fees incurred by Lender in defending any lawsuit by prior or later lienholders or security title holders on the Property, maintain hazard insurance on the Property in Lender's favor in a form and amount satisfactory to Lender and maintain and keep the Property in good repair at all times during the term of this Deed of Trust pursuant to paragraph 4 below. If Borrower fails to maintain the Property in good repair, Lender may enter the Property and make those repairs necessary to maintain the Property in good repair. Lender may pay any such tax, lien or security title, assessment, obligation, water rates, premium or other charge necessary to maintain the Property in good repair, or purchase such insurance in Lender's own name, if Borrower fails to do so. The amount lender pays will be added to the principal amount of the Note, will bear an interest charge at the interest rate set forth in the Note secured by this Deed of Trust if permitted by law, or, if not, at the highest lawful interest rate, will be an additional lien or security title on the Property and may be enforced and collected in the same manner as the other obligations secured by this Deed of Trust. The insurance carrier providing the insurance referred to above will be chosen by Borrower subject to Lender's approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to Lender and must include a standard mortgagee clause. Lender will have the right to hold the policies and renewals. If Lender requires, Borrower will promptly give to Lender all receipts of paid premiums and renewal notices. In the event of a loss, Borrower will give prompt notice to the insurance carrier and Lender. Lender may file a proof of loss if not made promptly by Borrower. Insurance proceeds will be applied to the restoration or repair of the Property damaged or, at Lender's option, the insurance proceeds will be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within ten (10) days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The ten (10)-day period will begin when the notice is given.

- 3. Application of Payments. Unless applicable law provides otherwise, payments shall be first applied to any prepayment charges, then to any costs and expenses incurred under this Deed of Trust, then to interest then due and then to principal.
- 4. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 5. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- 6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

- 8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Deed of Trust but does not execute the Note: (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent.
- 10. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which ROBERT BOWMAN

ROBERT BOWMAN 10/26/00 13:07 1132105 2-21368

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exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 11. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of this Note or this Deed of Trust unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by paragraph 17.
- 12. Notices. Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. Borrower requests that copies of any notices of default and sale be sent to Borrower's address which is the Property Address unless otherwise indicated on the front page of this Deed of Trust. Any notice to Lender shall be sent by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when sent as provided in this paragraph.
- 13. Governing Law; Severability. This Deed of Trust shall be governed by Oregon and applicable federal law. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable.
 - 14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Deed of Trust.
- 15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.
- 16. Borrower's Right to Reinstate. Where a Trustee has commenced foreclosure of a Deed of Trust by advertisement and sale, the Borrower, the Borrower's successor in interest to all or any part of the Property, any beneficiary under a subordinate Deed of Trust or any person having a subordinate lien or encumbrance of record on the property, may cure the default or defaults at any time prior to five days before the date last set for the sale. If the default consists of a failure to pay when due sums secured by the Deed of Trust, the default may be cured by paying the entire amount at the time of cure under the terms of the obligation, other than such portion as would not then be due had no default occurred. Any other default under the Deed of Trust and obligation that is capable of being cured may be cured by tendering the performance required under the obligation or Deed of Trust. In any case and in addition to paying the sums or tendering the performance necessary to cure the default, the person effecting the cure shall pay to the Lender all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with the Trustee's and attorneys' fees in the amount of \$550.00 for both Trustee's fees and attorneys' fees or the amount actually charged by the Trustee and attorney, whichever is less, if this Deed of Trust is a residential Deed of Trust, or reasonable attorneys' fees and Trustee's fees actually charged by the Trustee and attorney, if the Deed of Trust is not a residential Deed of Trust. After cure of the default as described above, the obligation and Deed of Trust shall be reinstated and shall remain in force, the same as if no acceleration had occurred.

17. Default. Time is of the essence with respect to payment of any indebtedness secured hereby and with respect to the performance of any and all agreements and covenants hereunder.

If Borrower defaults in paying any part of the indebtedness secured by this Deed of Trust or if Borrower defaults in any other way, the entire unpaid principal and accrued and unpaid interest thereon and any other amounts Borrower then owes under the loan secured by this Deed of Trust will become due and payable at the option of Lender without notice.

Upon any such default, Lender may elect to foreclose this Deed of Trust as a mortgage in equity or to direct the Trustee to foreclose this Deed of Trust by advertisement and sale in addition to any other remedy available at law or in equity. In the event Lender elects to direct the Trustee to foreclose this Deed of Trust by advertisement and sale, the Lender or Trustee shall proceed to record written notice of default containing the information required by ORS 86.745 and containing the Trustee's or Lender's election to sell the property to satisfy the obligation, and thereafter as provided by law, fix the time and place of sale, give notice thereof and foreclose this Deed of Trust in the manner provided for in ORS 86.735 to 86.795.

Unless Borrower or other person identified in ORS 86.753 exercises the right to cure all defaults, the sale shall be held on the date and at the time and place designated in the Notice of Sale or such time to which the sale is postponed, as provided for in ORS 86.755. The Trustee may sell the property in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash. Any person, including the Lender under the Deed of Trust, but excluding the Trustee, may bid at the Trustee's sale. The attorney for the Trustee or any agent designated by the Trustee or the attorney may conduct the sale and act in the sale as the auctioneer of the Trustee.

The Trustee shall deliver to the purchaser its Deed in the form required by law conveying the property sold, but without any covenant or warranty express or implied.

When the Trustee's Deed is recorded in the Deed Records of the county or counties where the property described in the Deed is situated, the recitals contained in the Deed and in the affidavits required under ORS 86.750(3) shall be *prima facie* evidence in any court of the truth of the matters forth therein, but recitals shall be conclusive in favor of a purchaser for value in good faith relying on them.

The Trustee shall apply the proceeds of the Trustee's sale as follows: 1) To the expenses of the sale, including the compensation of the Trustee and the reasonable charge by the attorney. 2) To the obligations secured by the Deed of Trust. 3) To all persons having recorded liens subsequent to the interest of the Trustee in the Deed of Trust as

Initial(s)XLLLX
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WHEN RECORDED MAIL TO

The CIT Group/ Consumer Finance, Inc. P.O. Box 630 Marlton, NJ 08053-3941

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RIDE	? T(00)RE	GON	DEED	OF	TRU	ST
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(the "Deed o	dated 10/26/00 (the "Borrower")					
in favor of	(the "Trustee")					
for the benef	it of Th	e CIT Group/Cons	umer Finance, Inc. (the "Lene	der").		
1. The terms defined in th			ust shall have the same mean	ings whe	n used in th	is Rider, unless otherwise
2. The term '	Proper	ty" as used in the D	eed of Trust shall include the	manufa	ctured home	described as follows:
2. The term '	Proper 1 99 7	ty" as used in the D	eed of Trust shall include the	: manufa	ctured home	described as follows:
	•			: manufa		
USED	1997	GUERDON	SUMMERSET	e manufa	19048,	
USED New or Used	1 997 Year	GUERDON Make	SUMMERSET	e manufa	19048,	

(the "Manufactured Home").

- 3. Each of the persons signing this Deed of Trust grants Lender a security interest in the Manufactured Home and all proceeds thereof, including insurance proceeds, and any refunds of unearned insurance premiums on policies financed as part of this transaction. Each of the persons signing this Deed of Trust also agrees to cooperate with Lender to assure that Lender's lien is properly noted on the certificate of title for the Manufactured Home, if applicable. Notwithstanding anything to the contrary contained in this Rider, it is the intent of the Borrower and the Lender that the Manufactured Home is permanently affixed to the Property and therefore constitutes real property.
- 4. The Deed of Trust shall constitute a financing statement filed as a fixture filing and shall perfect any security interest in the Manufactured Home granted or assigned to Lender hereunder or pursuant to the Note or any other agreement or assignment whatsoever under the Uniform Commercial Code as adopted in

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

Initial(s) X KB X
Page 1 of 2

2-3429A (9/99) OR Rider to Deed of Trust 10/26/00 13:07 1132105

the state in which the Property so secured by the Deed of Trust is located, from the date of its recording. Each of the persons signing this Deed of Trust hereby grants to Lender and Lender has and may enforce a security interest in and to the Manufactured Home in addition to the conveyance of the same to Trustee as part of the Property. Each of the persons signing the Deed of Trust further authorizes Lender to execute, on his or her behalf, and file at any time during the term of this Deed of Trust, a financing statement or statements in those public offices deemed necessary by Lender, and authorizes Lender to file duplicates of any financing statements as determined by Lender.

SEE OTHER SIDE FOR ADDITIONAL IMPORTANT TERMS

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

Robert L Bowman (Seal) ROBERT L BOWMAN -Borrower	(Seal) -Borrower
ROBERT L BOWMAN -Borrower	-Borrower
(Seal)	(Seal)
-Borrower	-Borrower
STATE OF OREGON SS	
County of Multnomah	
This instrument was acknowledged before me on Octob Nobert L. Bowman	per 26th,
This instrument was acknowledged before me on	·
by ,	as
Dan Contraction of the Contracti	12/2
OFFICIAL SEAL Notary Pu	blic for Oregon
DAVID L PAGET My comm NOTARY PUBLIC-OREGON COMMISSION NO. 201712	ission expires 6/2/01

MY COMMISSION EXPIRES JUN 02, 2001

EXHIBIT A

The Easterly 197.25 feet of Lot 9, Block 6, THIRD ADDITION TO ALTAMOUNT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath Recorded 10/31/00, at //:/92 m. In Vol. M00 Page 39636 Linda Smith, County Clerk Fee\$ 5/00

2回 GJ-引 写角計 P P S WARRANTY DEED

Vol_M00 Page 39643

ELI PROPERTY COMPANY, INC., a California corporation,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:
M. CLYDE WILSON and BEVERLY A. WILSON, husband and wife,
Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of KLAMATH and State of Oregon, to wit:

Lot 14, Block 3, Tract 1260, MONTE VISTA RANCH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

KEY #872681

MAP #3507-007DA-01500

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is 60,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 20554 CARNIEL AVE., SARATOGA, CA 95070

Dated this 5th day of October, 2000.

ELI PROPERTY COMPANY, INC.
BY:
VIKTORIA PENN,
CHAIRMAN-OF-THE-BOARD

State of

County of SHASTA

(Notary Public)

My commission expires 8-4-03

ESCROW NO. MT52234-PS

Return to:
M. CLYDE WILSON
20554 CARNIEL AVE.
SARATOGA, CA 95070

DARLINE G. ALLEN
COMM. #1227995
NOTARY PUBLIC - CALIFORNIA
SHASTA COUNTY
MY COMM. EXP. AUG. 4, 2003