

05 JUL 27 AM 11:00

- mtc - 70129



WHEN RECORDED MAIL TO

Nationwide Title Clearing, Inc.
ATTN: Dusti Woodbury - CIT Unit
2100 Alt 19 North
Palm Harbor, FL 34683

Vol M05 Page 57980

State of Oregon, County of Klamath
Recorded 07/27/05 11:00 Am
Vol M05 Pg 57980-84
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

MIN: **100263195008094714**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

TRUSTOR(S) Name(s) and Address(es)	VICTOR S FLOREZ CHARLOTTE RAE FLOREZ MARRIED	Lender Name and Address	The CIT Group/Consumer Finance, Inc. (a Delaware Corporation) 10300 SW GREENBURG ROAD SUITE 460 PORTLAND, OR 97223
	533 7TH ST NORTH KLAMATH FALLS, OR 97601 ("Borrower")	Beneficiary Name and Address	MERS P.O. Box 2026 Flint, MI 48501-2026 ("Lender")

TRUSTEE'S NAME AND ADDRESS

AMERITITLE, 300 KLAMATH AVENUE, KLAMATH FALLS OR 97601

LOAN NUMBER	DATE	PRINCIPAL BALANCE	FINAL PAYMENT DATE
9500809471	07/20/05	\$142,360.00	08/01/35

Borrower owes Lender the principal sum shown in the Principal Balance box above. This debt is evidenced by Borrower's note dated the same date as this Deed of Trust ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the Final Payment Date shown above. **The beneficiary of this Deed of Trust is MERS** (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, Tel. (888) 679-MERS. This Deed of Trust secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 2 to protect the security of this Deed of Trust; and (c) the performance of Borrower's covenants and agreements under this Deed of Trust and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, located in **KLAMATH** County, Oregon:

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

which has the address of **533 7TH ST NORTH** **KLAMATH FALLS,**
(Street) (City)
Oregon **97601** ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

Borrower covenants that Borrower is lawfully seized 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,

07/15/05 15:48 1831817

2-2136A (4/04) Oregon Fixed Rate Deed of Trust

Initial(s) X

[Signature] X C.R.F.

Page 1 of 4

410.00

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

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

their interests may appear in the order of their priority. 4) The surplus, if any, to the Borrower or to the successor in interest of the Borrower entitled to such surplus.

18. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. No entering upon, taking possession, collecting of rents or application of rents to any cost or expense shall be deemed a waiver of any default under this Deed of Trust or the Note it secures.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request the Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured by this Deed of Trust to the Trustee. Trustee shall reconvey the Property without warranty. The Trustee or Lender may charge a fee for services rendered in connection with the preparation, execution or recordation of a reconveyance, or request for a reconveyance, to the extent allowed by law. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. At any time after this Deed of Trust is executed, the beneficiary may appoint in writing another qualified Trustee. If the appointment of the Successor Trustee is recorded in the Deed Records of the county or counties in which the Deed of Trust is recorded, the Successor Trustee shall be vested with all of the powers of the original Trustee.

21. Riders to this Deed of Trust. If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust [Check applicable box(es)]

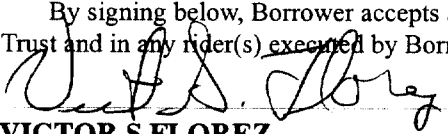
- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider ☐ Planned Unit Development Rider ☐ Manufactured Housing Rider
- ☐ Request for Copy of Notice of Default ☐ Other(s) [specify]

22. Costs and Fees. Borrower covenants and agrees to pay all costs, fees and expenses of enforcing this Deed of Trust, including, but not limited to, the cost of title insurance, Trustee's fees and attorneys' fees incurred in enforcing this Deed of Trust, or at trial or on appeal.

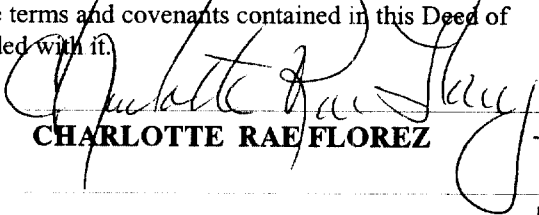
NOTICE TO BORROWER

Do not sign this agreement before you read it. The Note provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the Note.

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.


VICTOR S FLOREZ

(Seal)
-Borrower


CHARLOTTE RAE FLOREZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

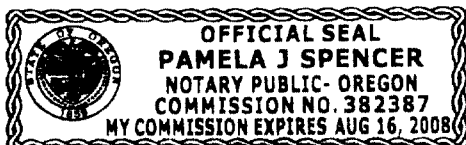
STATE OF OREGON

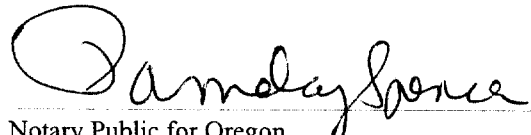
County of Klamath

SS

This instrument was acknowledged before me on July 20, 2005
by VICTOR S FLOREZ & CHARLOTTE RAE FLOREZ.

This instrument was acknowledged before me on _____,
by _____ of _____ as _____




Notary Public for Oregon
My commission expires 8/16/2008

REQUEST FOR RECONVEYANCE

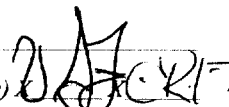
TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated:

07/15/05 15:48 1831817

2-2136D

Initial(s) 

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57984

Exhibit "A"

Lot 5 and the Westerly 55 feet of Lot 6 in Block 54 of NICHOLS 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.

Tax Account No: 3809-032AB-01500-000

Key No: 411833

Tax Account No: 3809-032AB-01600-000

Key No: 411824