After Recording Return To:

American General Financial Services, Inc. 235 E. Barnett Rd. Suite 107 Medford, Oregon 97501

2008-010811 Klamath County, Oregon



07/30/2008 02:53:44 PM

Fee: \$36.00

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inio i	IROSI DEED,	made this	2001	day of	July	MONTH		2008 YEAR
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•		Title & Escr						
as Trustee, a	nd American (General Financial	Services (DE), Inc., as Be	neficiary,	N (C	1	
			WITN	IESSETH:		1 0	_	
Granto <u>Kla</u> math	r irrevocably	grants, bargains,		nveys to tru Dregon, desci		st, with powe	r of sale, the	property in
			County, (riegon, desc	ibcu as.) '		
Lot 9. F	Block 64. K	lamth Falls I	Corpet Fet:	tec Wicho	DI 66 II	NTO Diet	3	
the offi	cial plat	thereof on f	le in the	office of	the cl	erk of Klan	nath Count	ording to y, Oregon
Code: 11	4 MAP: 381	1-003B0 TL: (2700 Key:	459131				
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attached to or agreement of this day actual	now or herea used in conn- the grantor he llly loaned by t	ar the tenements, ifter appertaining, ection with said reprined and the beneficiary to	and the rent eal estate, FC nd also securing the grantor fo	s, issues and PR THE PUR ng the payme or which sum	d profits the POSE OF ent of the grant	nereof and all SECURING F sum of \$81 or has given bi	fixtures now PERFORMAN ,047.00	or hereafter
even date w	fich provides	s for monthly p	ayments, wit	h the full (debt, if n	ot paid earlie	er, due an	payable on
	,	AR AND THE NOTE/I	OAN ACREE	MENIT IT OF	- CLIDEO A	DE NOT 400		
or any interest by this instrum	an agreemen t therein is sol nent, irrespec	of the debt secured to be secured to be secomes due and described and the matured and pediately due an	nd payable. II old, conveyed itv dates expi	n the event t I. assigned o	he within o r alienated	described prop	erty, or any p	part thereof,
The about		real property [_is <u>kx</u> j is	not (state v	which) cu	rrently used fo	or agricultura	l, timber or
NOTE: The T	rust Deed Act	provides that the	trustee hereu	ınder must b	e either ar	n attorney, who	is an active	member of

the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. The licensee is always the

beneficiary. This form not suitable for loans less than \$2,000.

ORA471 (10-17-04) Real Estate Deed of Trust

- 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
- 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
- 3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing 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 \$1,047.00 , 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 grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the 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 fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive 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 collateral 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/loan agreement which this instrument secures concurrently with the remaining unpaid installments.

 The following warning applies if, as a condition to closing your loan,

The following warning applies it, as a condition to closing your loan, we have required that you maintain property insurance on property 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 damaged, 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 property 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 added 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 applicable law.

- 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.
- 6. 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 monies 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 indebtedness secured by this Deed of Trust and the accompanying note/loan agreement 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 commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the accompanying note/loan agreement shall become and be due and payable at any time thereafter at the sole 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/loan agreement for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any 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 hereunder, beneficiary may at any time without notice, either in person, by agent or by a court appointed receiver and without regard to the adequacy 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 licensee to an attorney 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 awards 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 grantor 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 foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage provided by law or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

- 13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 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 thereby, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the
- 14. Otherwise, the sale shall be held on the date and at the time and place designated 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 cash, 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 covenant of warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness 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 entitled 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 hereunder. 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. Each 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 county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
- 17. 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 action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor 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/loan agreement and this trust deed are primarily for grantor's personal, family, household or agricultural purposes.

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 pledgee, of the note/loan agreement secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereun	to set his hand the day and year first above written.
Man man	
Mark W. Phipps	
	DRS 93.490)
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	
STATE OF OREGON, County of Klamath	STATE OF OREGON, County of
Personally appeared the above named	MONTH DAY, YEAR
acknowledged the foregoing instrument to be	Personally appearedand
voluntary act and deed.	who, being duly sworn, each for himself and not one for the other, did say that the former is the
(OFFICIAL SEAL)	president and that the latter is the secretary of
Notary Public for Oregon	the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its
My commission expires: Feb 10, 2012 MONTH DAY, YEAR	board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
	Before Me: (OFFICIAL SEAL)
OFFICIAL SEAL ANDREW F BUTLER NOTARY PUBLIC-OREGON COMMISSION NO. 425756 MY COMMISSION EXPIRES FEBRUARY 10, 2012	Notary Public for Oregon My commission expires:
MY COMMISSION EXPIRES FEBRUARY 10, 2012 ()	MONTH DAY, YEAR

TRUST DEED
TO CONSUMER FINANCE LICENSEE
Grantor
Beneficiary
STATE OF OREGON
county of
at the
vear o'clock M., and recorded in
book on page or as file/reel
of said County.
Witness my hand and seal of County affixed.
Recording Officer
Deputy

REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

			_, Trustee	€.<) .	
by said tr	ust deed hav	e been fully pa	nd holder of all inc aid and satisfied. e delivered to you the terms of said	- herewith	together with sa	id trust deed) an	eed. All sums secured ences of indebtedness d to reconvey, withou the same.
Mail reco	nveyance and	d documents to		1			
DATED:	MONTH	DAY,		YEAR		Ó,	7
100		Beneficiary					

Do not lose or destroy this Trust Deed OR THE NOTE/LOAN AGREEMENT which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Notice: This is a mortgage subject to special rules under the Federal Truth in Lending Act. Purchasers or Assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor / Lender.