

2022-005566

Klamath County, Oregon



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05/02/2022 03:54:52 PM

Fee: \$102.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bennie F. Wigley Sr. and Carol A. Wigley
P.O. Box 121
Huntington, OR 97907

DEED OF TRUST

Property Tax Parcel/Account Number: R-3507-006BD-03800-000/R226810

THIS DEED OF TRUST, made this 29th day of APRIL 2022, between **DONNA LARSON UNMARRIED WOMAN AS SOLE OWNERSHIP**, TRUSTOR: whose address is 3485 MOVIE LANE, Crescent City, CA 95531,

TRUSTEE: BENNIE FRANK WIGLEY AND CAROL ALINE WIGLEY, TRUSTEES OF THE WIGLEY FAMILY TRUST; and

BENEFICIARY: BENNIE FRANK WIGLEY AND CAROL ALINE WIGLEY, TRUSTEES OF THE WIGLEY FAMILY TRUST

Witnesseth: The Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the unincorporated area of the County of Klamath County, State of Oregon, described as:

LOT 3 of Block 3 of Track # 1053, Oregon Shores Subdivision, according to the official Plot there of on File in the office of the County Clerk of Klamath Co. Oregon

This property is free from liens & encumbrances, Except: 1. Covenants conditions, restrictions, and or easements, if any affecting Title which may appear in the public records, including those shown on any recorded plot or survey.

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If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest herein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor, incorporated by reference or contained herein.

2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of **THIRTY FIVE THOUSAND DOLLARS AND NO/100s (\$35,000.00)** executed by Trustor in favor of Beneficiary or order.
3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14) inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961 and in all other counties on October 23, 1961 in the book and page of the Official Records in the Office of the County Recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494			


(which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor (s)

Dated: April 29, 2022


Donna Larson

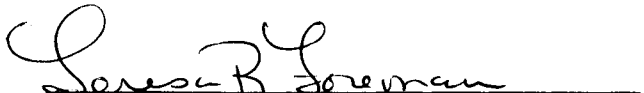
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF OREGON
COUNTY OF Klamath

On April 29, 2022, before me, TERESA R FOREMAN, the undersigned notary, personally appeared Donna Larson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ^{OREGON}~~California~~ that the foregoing paragraph is true and correct.

Witness my hand, and official seal.


Notary Public



DO NOT DESTROY THIS NOTE: When paid, this Note and the Deed of Trust must be surrendered to beneficiary with request for reconveyance.

INSTALLMENT NOTE

(Interest Included)

This note contains an acceleration clause

\$65,000.00

Klamath County, Oregon

April 29, 2022

In installments and at the times hereinafter stated, for value received DONNA LARSON, AN UNMARRIED WOMAN promise(s) to pay to BENNIE FRANK WIGLEY SR. AND CAROL ALINE WIGLEY, TRUSTEES OF THE WIGLEY FAMILY TRUST, or order at P.O. BOX 121, HUNTINGTON, OR 97907 the principal sum of **THIRTY FIVE THOUSAND DOLLARS AND NO/100S** (\$35,000.00) with interest from JUNE 5, 2022 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of THREE . FIVE (3.5%) percent, per annum. Principal and interest due in monthly installments of **FIVE HUNDRED DOLLARS AND NO/100S** (\$500.00), or more is due on the **FIFTH** day of each and every month, beginning on the **FIFTH** day of **JUNE 2022** and each month thereafter until **JUNE 5, 2027**, at which time all unpaid sums of principal and interest shall become due and payable immediately. **THIRTY THOUSAND DOLLARS AND NO/100S** (\$30,000.00) DOWN PAYMENT AT TIME OF SIGNING. Left to be owed is \$35,000.00 and interest will be paid off by May 5, 2027. This Property is being Sold in "As Is Condition"

See Attached Exhibit "A" for additional personal property to be left at time of releasing of Note.

AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE. Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to the Beneficiary, as TRUSTEE, of that real property described as: **Property Tax Parcel/Account Number: R -3507-006BD-03800-000/R226810.**


Donna Larson

TAMP
OREMAN
- OREGON
O. 997235
RCH 05, 2024

This certificate is attached to a ONE page document dated 4-29-2022 entitled Installment Note

ACKNOWLEDGMENT CERTIFICATE

State of OREGON

County of Klamath

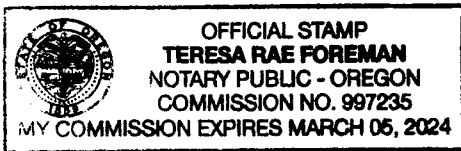
Before me, TERESA R Foreman, on this
Name of Notary Public
day personally appeared Donna May Larson,
Name of signer(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of April, 2022.
Year

Teresa R Foreman

Notary Public's Signature



(Seal)



Signer's Identity verified by:

☐ Personally known to me

☐ Identity proven on the oath _____
Name of credible witness

☒ Identity proven on the basis of OA Dr. Lic
Description of identity card or other document