67060

When recorded mail to:

08-30-93P01:35 RCVD

DIRECTORS MORTGAGE LOAN CORPORATION P.O. BOX 12012 RIVERSIDE, CA 92502-2212

MTC 29032

[Space Above This Line For Recording Data]

LOAN NO :: 05244546 YKA

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 12. 19 93 , The grantor is CHRISTOPHER L. CROCKER AND TWYLA I. CROCKER, AS TENANTS BY THE ENTIRETY ("Borrower").

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON The trustee is AN OREGON CORP.

The beneficiary is DIRECTORS MORTGAGE LOAN CORPORATION A CALIFORNIA CORPORATION CALIFORNIA which is organized and existing under the laws of 1595 SPRUCE STREET RIVERSIDE, CA 92507

and whose address is

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("Lender").

("Trustee").

Borrower owes Lender the principal sum of SIXTY THOUSAND EIGHT HUNDRED AND NOI100 Dollars (U.S. \$60,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01. 2023 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

LOT 9 IN BLOCK 8 OF TRACT 1090, WAGON TRAIL ACREAGES NO. 1, SECOND ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

> MAILING ADDRESS: HC76 BOX 989 LA PINE. OR 97739

which has the address of

LOT 9, BLOCK 8 OF TRACT 1090, WAGON, TRAIL ACREAGES NO. 1, SECOND ADDITION ** 97739 -OREGON LA PINE. ("Property Address");

*SITUATE ON CONESTOGA ROAD.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGON- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3038 9/90 Page 1 of 5

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UNIFORM COVENANTS. 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.

1. regiment of Frincipal and Interest; Frepayment and Late Charges. Borrower snau prompuy 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. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, as aum ("Funds") forr. (a) yearly taxes and most by ayments are due under the Note, until the Note is paid in full, as aum ("Funds") forr. (a) yearly taxes and its is on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly hodo insurance premiums, if any; (c) yearly hazard or property insurance premiums. (d) yearly leasehold payments are any paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any item, collect and hold Funds in an amount not to exceed the Basta Settlement Procedures Act of 1974 as amended from time to ime, to exceed the lesser amount. If so, Lender may, at any items, collect and hold Funds in an amount not to exceed the lesser amount. If so, Lender may, the payment bar institution, whose deposits are insured by a federal agency, instrumentality, or entity (including. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including in any not harge for an independent real estate settlement for eacher shall apply the Funds to pay the Escrow Items, unless applicable law provides otherwise. Unless an applicable law permits Lender to make such a charge. However, Lender is such and institution, whose deposits are insured by a federal agency, instrumentality, or entity (including in the Funds, and applicable law permits Lender to make such a charge. However, Lender i

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower: (a) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless in good faith the lien by, writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

set forth above within 10 days of the giving of notice.
 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's option, obtain coverage to unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to any make proof of loss if not made promptly be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
 Wiless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the rostoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is economically feasible or Lender's security is not lessened. If the restoration or then due, with any excess paid to Borrower. If Borrower abandons the Property, or does by this security linstrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does yot answer within 30 days a notice from Lender that the insurance carrier the Property or to pay the sums secured by this Security the Property is represented to in paragraph 12 information of the paragraph 21 mode date of the monthly payments referred to in paragraph 13 and 2 or change the amount of the p

acquisition.
6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of Security Instrument on the Property. Borrower shall not destroy, damage or impair the Property, allow the circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided the lien created by this Security Instrument or Lender's security interest. Borrower material impairment of the lien created by this Security interest. Borrower shall also be in default if Borrower, during the loan application process, gave Instrument or Lender's security interest in the Property or other material impairment of the lien created by the Security interest. Borrower shall also be in default if Borrower, during the loan application process, gave Instrument or Lender's security interest in the Property or other material impairment of the lien created by this Security Instruments to Lender (or failed to provide Lender with any material information) in materially false or inaccurate information or statements to Lender (or fai in writing.

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7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance as a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance as a cost substantially equivalent to the cost to Borrower of the insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of the period that Lender requires) provided by an insurer approved by Lender solution of mortgage insurer approved by an insurer approved by an observer approved by an effect, so the option of the provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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

Condemnation of other taking of any part of the Property, for for conveyance in neu of condemnation, are nerecy assigned and sman 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 Security Instrument, value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security inmediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking. Any immediately before the taking is less than the amount of the sums secured immediately before the taking. Any otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due.
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 Security Instrument, whether or not t

11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument and made by the original Borrower or Borrower's successors in interest. Lender shall not be required to commence secured by this Security Instrument 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 or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; 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 Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by address mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given 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 Security Instrument shall be directed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Rorrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may all sums secured by this Security Instrument, lif Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall effective as if no acceleration had occurred; (b) cures any default of any other continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured by this Security Instrument shall effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic pertoreum products, toxic pesticides 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender turther covenant and agree as tollows:
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security the right to or before the date specified in the notice may result in acceleration of the sums secured by this Security the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate any other remedies permitted by applicable law. Lender shall execute or cause Trustee data and may invoke the power of sale, and the roperty is located. Lender shall execute or cause the roperty of be sold, and shall cause notice to be recorded in by applicable law. Lender shall give notice to be sold, and shall cause notice to be recorded in by applicable law. Lender or Trustee shall give notice to be recorded in the manner prescribed in the other persons prescribed by applicable law. After the time required by applicable law, and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee the other at the time and place of any previously scheduled in the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee the property at any sale.

postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not imited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or

23. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Attorneys' Fees. awarded by an appellate court. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees

25. Riders to this Security Instrument. 25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the [Check applicable box(es)]

Adjustable Rate Rider	Condominium Rider		
		1 - 4 Family Rider	
Dalloon Ditte	Planned Unit Development Rider	Biweekly Payment Rider	
Other(s) [specify]		Second Home Rider	

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Kento (Seal) Borrower

RA. GROCKER (Seal) Borrower

(Scal) -Borrower

21816

(Seal) -Borrower

LOAN NO.: 05244546 YKA

STATE OF OREGON

, 1993 , personally appeared the above named AUGUST day of On this 20TH CHRISTOPHER L. CROCKER AND TWYLA I. CROCKER and acknowledged voluntary act and decd. THEIR the foregoing instrument to be

DESCHUTES

(Official Seal)

My C	ommission e	xpires: 1-26-96
		OFFICIAL SEAL TRUDY LARGE NOTARY PUBLIC-OREGON COMMENSSION NO. 012737
	MY COMN	ISSION EXPIRES JAN. 26, 1986

Before me:	
(Jud	(Narae /
No	tary Public for Oregon

County ss:

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:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of <u>Mountain filte co</u> of A.D., 19 <u>93</u> at <u>1:35</u> o'clock P.M., and d	uly recorded in Vol
Mortgages on Page	(1016
ofEvelyn Biehn	· County Clerk
FEE \$30.00	~ Mulindare