03-07-94P03 03-07-94P03:33 RCVD

Please Return To: Ford Consumer Finance Company, Inc. P.O. Box 1489

Clackamas, OR 97015-1489

Volm94 Page 706

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## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on The grantor is Kerry De Wayne Carpenter, a married person The trustee is

March XX 2 , 19 94

,which is organized and existing

("Borrower").

Chris A. Peirson 13750 Omega Road, Dallas, TX 75244

, whose address is

The beneficiary is Ford Consumer Finance Company, Inc.

("Trustee").

under the laws of the State of New York P.O. Box 1489, Clackamas, OR 97015-1489

Borrower owes Lender the principal sum of NO/100ths sixty thousand nine hundred ninety eight and Dollars (U.S. \$

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument (Security Instrument Secures to London (a) the security and secured by ("Lender"). March 10, 2019

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 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 paragraphs and the Note in this purpose Reproduct irravecably grants and covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and covenants and agreements under this occurry instrument and the role. For this purposed to Trustee, in trust, with power of sale, the following described property located in

Lots 23 and 24, Block 9, WAGON TRAIL ACREAGES NO. 1, SECOND ADDITION, in the CODE 51 MAP 2309-100 TL 2400

CODE 51 MAP 2309-100 TL 2500

which has the address of Oregon 97739

Conestoga Road, La Pine

("Property Address"); [Zip Code] TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and BORKOWER COVENANTS that Borrower is lawfully seised of the estate nereby 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 Page 1 of 4

Form 3038 9/90

SCACI (3,91)

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.

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, a sum ("Funds") for: (a) yearly taxes or ground rents on the Property, if any; (c) yearly faxed or property insurance premiums; (d) yearly leasehold payments or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly lood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender may not charge. Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying However, Lender may requ

Was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Security Instrument.

3. Application of Payments, Unless applicable law.

held by Lender. If under pangraph 2.1 Lender shall acquire or sell the Property, Lender, prior to the acquisition or sail of the Property, shall apply any Funds held by Lender at the time of acquisition or saile as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2; and payments of the payments of the payment of the security Instrument, and leave under the Note.

4. Charges; Liens. Borrower shall promyen charges due under the Note.

5. Charges; Liens. Borrower shall promyen thanges due under the Note.

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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 mortgage insurance coverage required by Lender lapses or cases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

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If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to 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 be paid to Lender.

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 fleu 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 Security Instrument, market value of the Property in which the fair Security Instrument immediately before taking, unless Borrower and Lender otherwise in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the officer in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the officer in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the officer in writing of the Property in mediately before the taking, divided by (b) the fair market value of the property in mediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured by the fair market value of the Property immediately before the taking is less than the amount of the sums secured by the Security Instrument method and the sums secured by the Security Instrument 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 award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender by this Security Instrument and the property or to the sums secured by this Security Instrument for the sums secured by this Security Instrument proceedings against any successor in interest or refuse to extend t

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 first class 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 deemed 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.

without the conflicting provision. To this side the provision severable.

16. Borrower'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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured 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 other 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured by this Security Instrument fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully 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 Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer Borrower will be address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable 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 is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on uses and to 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 is necessary, Borrower shall promptly take all 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 petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law than 30 days from the date the notice is given to Borrower, by which the action required to cure the default; (c) a date, not less and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to refer to acceleration and the right to acceleration and the right to any other defense of Borrower to acceleration and sale. If the notice is not careful or or before the date specified in the notice is and a sale if only is not careful or or before the date specified in the notice is not careful or or before the date specified in the notice. oring 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 it option may require immediate payment in full of all cures coursed by this Sacurity Instrument without further demand and may involve the payment of calle and any other remediate default is not cured on or before the date specified in the notice, Lender at it option may require immediate payment in tun or all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies are made to collect all appears incurred in purching the remedies provided in this an sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this permitted by applicable law. Leaver shall be entitled to confect an expenses incurred in pursuing paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, and the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may arustee, without demand on portower, shall sell the Property at public auction to the nignest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may necessary and place of any previously scheduled under the terms designated in the notice of sale in one or more parcels and in any order frustee determines. Frustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled and place of any previously scheduled. 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's and attorneys' fees: (b) to all sums secured by this Security Instrument; and (c) any excess to the person Trustee snail apply the proceeds of the sale in the following order: (a) to an expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the personal locally entitled to it or persons legally entitled to it.

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 shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. the Property and snau 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. Trustee. Trustee shall reconvey the Property without warranty and without charge to the person of persons shall pay any recordation costs.

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 appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

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 successor trustee shall be incorporated into and shall amend and successor trustee shall be incorporated into and shall amend and successor trustee shall be incorporated into and shall amend and successor trustee shall succeed to all the title, power and duties awarded by an appellate court. security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Graduated Payment Rider Condominium Rider Planned Unit Development Rider 1-4 Family Rider Balloon Rider Other(s) [specify] Rate Improvement Rider Biweekly Payment Rider BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and Second Home Rider in any rider(s) executed by Borrower and recorded with it STATE OF OREGON, KLAMATH On this 2nd County ss: day of March Kerry De Wayne Carpenter 1994 , personally appeared the above named the foregoing instrument to be his voluntary act and deed. and acknowledged My Commission Expires: 1-31-98 (Official Seal) CAROLS JOHNSON

COMMISSION NO. 031504

CCAROLS JOHNSON

COMMISSION NO. 031504

CCAMISSION EXPIRES JAN 31, 1990 Page 4 of 4 STATE OF OREGON: COUNTY OF KLAMATH: SIORC4 (3/91) Filed for record at request of A.D., 19 94 at 3:33 o'clock P.M., and duly recorded in Vol. M94 FEE on Page \_7069 \$25.00 Evelyn Biehn - County Clerk By Pauline Mulender