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Please Return To: 06-30-94P03:23 RCVU Ford Consumer Finance Company, Tic. P.O. Box 1489 Clackamas, OR 9701: -1:89

Volmen Page 2039

K-46891

DIED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on

The grantor is Fred C. Thomason and Mary ... Thomason, husband and wife

June 15 , 19 94

The trustee is Chris A Feirson 13750 Omega Road, Dallas, TX 75244

("Bonower"). , whose address is

The beneficiary is Ford Corsumer Finance Company, Inc.

("Trustee").

, which is organized and existing

under the laws of the State of New York P.O. Box 1489, Clack mas, OR 97015 1489

Borrower owes Lender the principal sum of 96/100ths

("Lender"). twenty nine thousand two hundred seventy five and

Dollars (U.S. \$ 29,275.96

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Londer: (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

Lot 4, Block 8, TRACT ID. 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County,

which has the address of

Lot 4 Blk 8, Tract 1060 Sun Forest Estates, La Pine

Oregon

97739

("Property Addit ss");

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 seized 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 domands, 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 recurity instrument covering real property.

UNIFORM COVE (ANTS. Borrower, and Lender covenant and agree as follows:

I by a principal of and interest on the debt evidenced by the Note and any prepayment and late the charges. Borrower shall promptly pay when due the Lender and the day monthly payment are due und r the Note and any prepayment and late charges due under the Note. Lender ents on the Property, (b) agriculture of the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes of any (c) yearly mortgage in unarce premiums, if any, (c) yearly nortgage in unarce premiums, if any, (e) yearly mortgage in unarce premiums, if any, (e) yearly nortgage in unarce premiums, if any, (e) yearly mortgage in unarce premiums, if any, (e) yearly note and assessments white, collect and hold Funds in an amount not to exceed the maximum amount a lender, in accordance with them mortgage loam may require for Borrower Section 2601 et seq. (RESPA*), unless another law that applies and annual. If so, Lender may, it any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related annual. If so, Lender may, it any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may or otherwise in accordance with the pricable law.

It is not the fund to the property (c) Lender may, it any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may or otherwise in accordance with a plicable law.

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attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Any amounts disbursed by Lender under this paragraph? 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. Security Instrument, Borrower shall pay the premiums required mortgage insurance as a condition of making the loan secured by then nortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance mortgage insurance mortgage insurance and substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance mortgage insurance mortgage insurance and substantially equivalent to the mortgage insurance mortgage insurance and substantially equivalent to the mortgage insurance mortgage insurance and substantially equivalent to the mortgage insurance mortgage insurance and substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If

conceived the of the yearly thortunge insurance premium being paid by Borrower when the insurance coverage lapsed or cased to be in effect. Lender will be in effect. Lender will be in the cert of the property of the cert in markage insurance coverage (in the mount and for the property in markage insurance coverage (in the mount and for the principal that lender requires) provided by an insurer approach is a six a loss reserve in the mount and for the period that Lender requires provided by an insurer approach of the property and is obtained. Because the internal markage insurance coverage (in the mount and for the period in the property in an insurer approach is agent may make reasonable cannot an approach and is provided a loss reserve, until the requirement for mortgage 10. Condemnation:

10. Condemnation or other take up of any part of the property and or claim for damages, direct or consequential, in connection with any condemnation of other take up of any part of the property, the proceeds shall be approach to the fall market value of the property in the property of the coveyance in lieu of condemnation, are hereby assigned and the fall market value of the property in the property of the property in the event of a partial taking of the Property in which security instrument in the event of a partial taking of the Property in which security in the property in the property of the property of the property of property of the property of property of property of the property of prope

of the sums secured by this Sectification interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any 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.

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 this paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signist this Security Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that any accommodations with regard to the terms of this Security Instrument only to mortgage, grant and convey that 13. Loan Charges. If the loan secured by this Security Instrument or the Note without that Borrower's consent. It is loan Charges. If the loan secured by this Security Instrument or the Note without that Borrower's consent. The permitted limit, and (b) any such loan charges sollected or to be collected in connection with the foan the permitted limit; and (b) any such loan charges shall be reduced by the amount necessary to reduce the charge to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment of the Note.

13. Natices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by making a direct payment darge.

to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment it by first class mail unless applicable law requires use of another method. The notice shall be given by delivering it or by making a direct payment it by first class mail unless applicable law requires use of another method. The notice shall be given by delivering it or by making a direct payment charge or any other address Borrower des gnates by notice to lander. Any notice to Lender shall be directed to the Property Address stated herein or any other address Lender designates by notice to Borrower. Any notice provided to the Property Address 15. Governing Law; Sewrability. This Security Instrument shall be given by first class mail to Lender's jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note of the Security Instrument or the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed conv of the Note are declared

jurisdiction in which the Property is located. In the contribution of the Security Instrument or the Note spine effect without the conflicting provision. To this ad the provisions of this Security Instrument or the Note which can be severable.

16. Borrower's Copy. Borower shall be given one conformed copy of the Note and of this Security Instrument and the Note and conformed copy of the Note and of this Security Instrument and the Note and the Note and of this Security Instrument and the Note and conformed copy of the Note and of this Security Instrument. For the property of a Beneficial Interest in Borrower is 1f all or any approach in full and the Note and of this Security Instrument. For the property of a Beneficial Interest in Borrower is 1f all or any approach in full security Instrument. For the property of any interest in Security Instrument is 1f Lender services by Lender if exercises by Ender if exercises and the Note and on Borrower shall preson without the Security Instrument in Borrower in the option, Lender shall give Borrower notice of acceleration. The notice shall preson without the Security Instrument in the Note and the Note and

NON-UNIFORM C OVENANTS. Bornt wer and Lender further covenant and agree as follows:

21. Acceleration; Re nettles. Lender shall give notice to Bornswer prior to acceleration following Bornower's breach of any provides otherwise). The notice is given to Bornower, by which and odays from the date the notice is given to Bornower, by which the default must be cured; and (d) that appecified in the a stice may result in acceleration of the sums secured and (d) that failure to cure the default is not cured on or before the date, not less default is not cured on or before the date specified in the notice of a default or any other defense of Bornower to acceleration and the right to reinstate after acceleration and the right to and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Bostower to acceleration and the right to default is not cured on or before the date specified in the notice, Lender at it option may require immediate payment in full of paragraph 21, including, but not limited to, reas onable attorneys' fees and costs of title evidence. Lender invokes the power of sale and any other remedies are event of default and of Linder shall be estitled to, reas onable 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 evidence county in which any part of the Property is located. Lender or Trustee shall cause such notice to be recorded in the property and the terms designated in the notice of sale in one or more parcels and in any order trustee of sale in the manner prescribed by applicable law. After the time required by applicable law. Trustee shall deliver to the purchase the Property at any sale. Lender or its designee in ay purchase the Property at any sale.

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Trustee shall apply the process of the sale in the following order: (a) to all expenses of the sale, including, but not leave the purchase the Property at any sale.

Trustee shall apply the process of the sale in the following order: (a) to all expenses of the sale, including, but not leave to the purchase the Property without any covenant or warranty, expressed or necessarily entitled to it. Trustee shall apply the process of the sale in the following order: (a) to all expenses of the sale, including, but not limited to it.

22. Reconveyance Upon assume of all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums socured 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 Such person or persons shall pay any recordation costs. Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally enumed to use 23. Substitute Trustee. Linder may from time to time remove Trustee and appoint a successor trustee to any Trustee conferred upon Trustee herein and by applicable law. 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 24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees' shall include any attorneys' fees shall include any attorneys' fees Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and ICheck applicable box(es)]. Balloon Rider Planned Unit Development Rider 1-4 Family 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 in any rider(s) executed by Borrower and recorded with it. (Seal) STATE OF OREGON, Deschut es On this 15th day of Fred C. Thomason and Mary L. Thomason County ss: , personally appeared the above named the foregoing instrument to be their voluntery act and deed My Commission Expires: and acknowledged (Official Scal) 6-28-94 OFFICIAL SEAL
LINDA ROSS

NOTARY PUBLIC-OREGON
COMMISSION NO. A230573
MY COMMISSION EXPIRES JUNE 28, 1994 STATE OF OREGON: COUNTY OF KLAMITH SS. Filed for record at request of Klamath County Title Co June A.D. 19 94 at 3:23 ocock P.M., and duly recorded in Vol. 1994 FEE \$25.00 Evelyn Biela County Clerk By Deletine Mullenglere