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Please Return To: 06-30 94P03:23 RCVI 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 ("{ecurity 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").

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

, which is organized and existing

Borrower owes Lender the principal sum of

("Lender").

96/100ths

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 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 ? 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 1D. 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:

Principal of and interest on the debt evidenced by the Note and any propayment and late thereone by the Note and any propayment and late charges due under the Note.

Funds for Taxes and Insurance. Sol ject to applicable law or to a written waiver by Lender, Borrower shall promptly pay when due the Lender ents on the Property, (b) again and a rich Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes of any (c) yearly mortgage in urance premiums, if any, any time, collect and hold Funds in an amount not to exceed the maximum amount alender in the sum of the property, (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum of the property (b) very law or property in sum or the Property (b) very law or property in sum or property in sum or the Property (b) very law or property in sum or property i

tweete montany payments, at Lorder's som discretion.

Finish offer payment in full of all superiors of the Property, Lender, ridger in the Growth of the Property Lender, ridger in the acquartion or sale to the Property Lender, ridger in the acquartion or sale to the Property Lender, ridger in the acquartion or sale as a credit against the sams accured by a superior some payments. Succession of the Property Lender, ridger in the sams accured by Lender under paragraphs of the Property Lender, payments. In the sams accured by Lender under paragraphs and the same provided in paragraphs and leasehold payments and inspections at the payment of the obligations and the sams accured by the Borrower shall promptly large large promptly and blocks of ancurats to be paid and under the payment of the obligation of the sams and the sams accured by the Borrower shall promptly large large promptly and blocks of ancurats to be paid and under the payment of the obligation of the obligation of the sams accured by the s

attorneys' fees and entering on the Property to make repairs. Although Lender may take action under tims paragraph?, 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. Security Instrument, Borrower shall pay the premiums required mortgage insurance as a condition of making the lean secured by this to obtain coverage substantially equivalent to the mortgage insurance in effect. If, for any reason, too be an effect, at a cost substantially equivalent to 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 approved by Lender. If

conserve the of the yearly torquage insurance permium 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 permium being paid by Borrower when the insurance coverage lapsed or cased to be insurance of the permiums required to include the permiums required to the permiums required to manufact the permiums required to manufact the permiums required to manufact manufact and the permiums required to manufact and the permitting the permitting

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 right or remedy. 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 the paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that secured by this Security instrument; (b) is not personally obligated to pay the sums 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 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 charges collected 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 or any other address Borrower des gnates by notice to lender, Any notice to Lender shall be directed to the Property Address stated herein or any other address Lender designates by notice to Lender shall be given by first class mail to Lender's Is. 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 to be severable.

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

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 Instrument. Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

Security Instrument.

Security Instrument.

Security Instrument.

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. However, this right is option, Lender shall give Borrower notice of acceleration. The notice shall provide a port of the security Instrument. If Borrower fail to notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument without further notice or one of the separation of this period, Lender may invoke any remediate on the separation of this period, Lender may invoke any remediate on the security Instrument at the security Instrument at the security Instrument and no Borrower applicable law in Security Instrument and any time prior to the earlier of (a) 5 days (or such other period applicable law in Security Instrument and the Note as if no acceleration and experiment of the Property pursuant to any power of sale contained in the security Instrument and the Note as if no acceleration and experiment shall contained a security Instrument and the Note as if no acceleration and experiment shall contained in the security Instrument shall contain the security Instrument of the Security Instrument in the security Instrument in the security Instrument in any security Instrument in the security I

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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 20402 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 accounty in which any part of the limited to, reas onable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall be excited to cause Trustee to execute a written notice of the occurrence of county in which any part of the limited to, the cause the Property to be sold and shall cause such notice to be recorded in the property and the terms designated in the property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law. After the time required by applicable law, after the time required by applicable law. Trustee shall deliver to the purchase the Property at public annotation to the highest bidder at the time and place and trustee shall deliver to the purchase the Property at any sale.

Trustee shall deliver to the 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 limited to a necessary fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person 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 Union 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 Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Linder may from time to time remove Trustee and appoint a successor trustee to any Trustee appoint a successor trustee to any Trustee to any 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 shall include any attorneys' fees supplement. If one or more riders are executed by Borrower and recorded together with this supplement the covenants and agreements of each such rider shall be incorporated into and shall amend and ICheck applicable box(es)]. Balloon Rider Planted 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 Fred C. Thomason STATE OF OREGON, Deschut is On this 15th day of Fred C. Thomason and Mary L. Thomason Cosst 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 1:23 ocock P.M., and duly recorded in Vol. 194 FEE \$25.00 30th Evelyn Biela County Clerk By Deletine Mullenglere