Please Return To:
Ford Consumer Finance (Xmrany, Inc.
P.O. Eox 1489
Clackamas, OR 97015-1489

MTC 34077-KR [Space Above] is Line For Recording Data] -

DEED OF TRUST

THIS DEED OF TRUST ("Security Is strument") is a ade on The grantor is Donald L. Allen, a single person

October 6

, 19 94

The trustee is Mountain Title Company

("Borrower").

, whose address is

The beneficiary is

Ford Consumer Finance Company, Inc.

("Trustee").

,which is organized and existing

under the laws of the State of New York and whose address is P.O. Box 1489, Clackamas, OR 97015-148)

rustee is Mountain Title Company 222 South 6th Street, Klamath Falls, (R 97601

("Lender").

Borrower owes Lender the principal sum of

forty the sand nine hundred forty eight and 95/100ths

Dollars (U.S. \$ 40,948.95). This debt is evidenced by Borrower's note dated the same date as October 12, 2019 . This security Instruments, with the full debt, if not paid earlier, due and payable on the Note, with interest, and all renewals, expensions and modifications of the Note; (b) the payment of all other sums, with the research advanced under paragraph 7 to prove of the security of this Security Instrument; and (c) the performance of Borrower's conveys to Trustee, in trust, with power of sale, the following c escribed property located in Klamath

Lot 5 in Block 2 of TRACL No. 1018, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of

10350 Washburn Way, 11amath Falls

Oregon

97603 [Zip Code]

("] 'roperty Addres ;");

(City)

TOGETHER WITH all the improvements I ow 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 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 coulding a uniform coverants 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

33829

UNIFORM COVENANTS. Bore wer and Lender corenant and agree as follows:

1. Payment of Principal and Interest: Prepayment a id Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidet cet by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applice ble law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payment are due under the Note, until the Note is paid in full, a sum (Funds') for: (a) yearly taxes and assessments which may attain priority (ver this Security Insurance premiums; (d) yearly flood insurance premiums; or ground rents on the Property, if any; (c) yearly heard or property insurance premiums; (d) yearly flood insurance premiums; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Punds in an amount in the exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Sect on 2601 et seq. ("RI SPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Fun is 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 intitution 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 | jays 3 orrower interest of the Indus, and analyzing the Escrow Items and the purpose of which ach debt to the Funds hel

Lindow Payments in the Coll annex secured by this Sec arity instrument, Lender, prior to the augustion or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the stims secured by this Security Instrument. Playments, Luleis as principle law provides a contraction of the College of the Coll

attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Lender does not have to do so.

Any amounts disbursed by Lender inder 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 Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or eases 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. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

33830

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 letain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, i 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.

10. Condemnation. The proceeds of my 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with my excess paid to B prower. In the event of a partial taking of the Property in which the fair market 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 immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property 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 immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lender 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 award or settle a claim for damages, Borrower fails to respond to lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its opion, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower observed as its opion, either to restoration or repair of the Property or to the sums secured by this Security Instrument or paragraphs 1 and 2 or change the amount of such paym

in interest. Any forbearance by Lender in exercising 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. 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.

under the Note.

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 giver to Borrower to 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. Borrower's Cony. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 man, 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.

it is sold or transferred (or if a beneficial in erest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender shall not be exercised by Le ider if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option, Lender shall give Borr in wer notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or nailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to 1 ay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without Instrument of demand on Borrower.

18. Borrower's Right to Reinstite. If Borrower a cets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discort sinued at any t me prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Siciently Instrument. Those conditions are that Borrower: (b) cures any default of any other covenants or agreements; (c) pays all expe uses incurred in enforcing his Security Instrument, including, but not limited to reasonable attorneys fees; and (4) takes such a tion as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the . Property and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had oct urred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (togeth

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

21. Acceleration; Remedies. Lender shall give notice to lorrower 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 provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less 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 Bo rower of the right to reinstate after acceleration and the right to default is not cured on or before the date specified in the notice. Lender at it ontion may require immediate payment in full of default is not cured on or before the date specified in the notice, Lender at it option may require immediate payment in full of default is not cured on or before the date specified in the notice, Lender at it option may require immediate payment in full or all 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. paragraph 21, including, but not limited t), 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 county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall stell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or page paragraph and in any order Trustee determines. Trustee may Trustee, without demand on borrower, 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 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 limited to or implied. The recitals in the Trustees deed shall be printa facte 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 limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person 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 such person or 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 conferred upon Trustee herein and by applicable law. 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. It 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] 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: Donald L. Allen Klanath county ss: STATE OF OREGON, day of personally appeared the above named Donald L. Allen the foregoing instrument to be and acknowledged voluntary act and deed My Commission Expires: [1/7/97 (Official Seal) OFFICIAL SEAL
JESSICA WHITLATCH
NOTARY PUBLIC - OREGON
COMMISSION NO. 029491
MY COMMISSION EXPIRES NOV 07, 1897 STATE OF OREGON: COUNTY OF KLAMATH Filed for record at request of _ Mountain Title Co A.D., 19 94 at 11:38 the . A M., and duly recorded in Vol. oc ock Mortgages on Page 33828 Evelyn Blehn FEE \$25.00 - County Clerk