MTC-33681-JW

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on The grantor is Marvin L. Long and Ilene E. Long husband and wife

October

, 19 94

The trustee is Mountain Title Company 222 south 6th Street, Klameth Falls, OR 97601

("Borrower"). , whose address is

The beneficiary is Ford Consumer Firence Company, Inc.

("Trustee").

under the laws of the State of New York P.O. Box 1489, Clackamas, OF 97015-1489 and vhose address is

,which is organized and existing

Borrower owes Lender the principal sum of

eighty eight thousand six hundred fifty five and ("Lender").

Dollars (U.S. \$ 88,655.13

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with This Se surit / Instrument secures to Lender: (a) the repayment of the debt evidenced by 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 6, Block 4, BRYANT TRACIS NO. 2, according to the official plat thereof on file in the office of the County lerk of Klamath County, Oregon.

which has the address of

4009 Freida Avenus, Klamath Falls

Cregon

97603

("Proper y Acdress");

[City]

FOGETHER WITH all the improvements now or here after erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All rep acet tents and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instruction; as the "Property"

BORROWER COVENANTS that Borrower is lawfully seised of the cs ate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumt ered except for en umbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, such act to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for na ional use and non-uniform covenants with limited

Pag a 1 of 4

variations by jurisdiction to constitute a uniform security instrument covering a cal property.

OREGON -Single Family - Fannie Mae/Freddie Mac UNIFOFII INSTRUMENT

Form 3038 9/90

SIORC1 (3/91)

UNIFORM COVENANTS. Borrower and Lender covena at and agree as follows:

1. Payment of Principal and Interest Prepayment and 1 ate: Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by de Pote and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable aw 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 over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly ha zard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any is ms payable by Borrower to Lender, in accordance with the provisions of paragraphs 8, in lieu of the payment of mortgage insurance premiums, and time, collect and hold Funds in ar amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrive a count under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 t (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 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 a policially and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless a policially and provide and provided in the Funds are applicable law premits. Unless an agreement is made or applicable law requires interest to be paid, Lender shall no be

Funds held by Lender. If, under paragraph 1, early of the Property, shall apply any Funds held by Lender and under paragraph 1, 1, early a shall acquire. The late Property shall apply any Funds held by Lender at the time of acquisition or sale, as credit against the sums secured by the Security listratument.

I and 2 st. Application of Payments. Unless appreary leave provides a therwise, all payments received by Lender under paragraph 2, and 1 st. ft. or any more than 1 and 2 st. Application of Payments. I and 2 st. ft. or any more than 1 and 1 st. ft. or any more and the Notes scored, to anomine payable under paragraph 2, and the Notes scored, to anomine payable under paragraph 2, and the Notes scored, to anomine payable under paragraph 2, and the Notes scored to the lender that the Notes scored to the lender to the Notes scored to the lender that the Notes scored to the lender to the Notes scored to the lender to the Notes scored to the lender to the Notes scored to the Notes scored to the Notes scored to the Notes scored to the

attorneys lees and entering on the Property to make repairs. Although Lender may take action under this paragraph? Although Lender may take action under this paragraph? Any amounts disbursed by Lender under this paragraph? It 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 ma natin the mortgage insurance in effect. If, for any reason, the mortgage 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 mort age 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

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 Copy. Borrower shall be given and 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 Lender's prior written consent, Lender may, at its opt on equire immediate payment in full of all sums secured by this Security Instrument.

18. Lender's prior written consent, Lender may, at its opt on equire immediate payment in full of all sums secured by this Security Instrument.

19. Lender if exercise is prohibited by federal law as of the date of this

lender's prior written consent, Lender may, at its opt on, equire immedia te 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 the security Instrument. However, this option, Lender shall give lorrower notice of acceleration. The notice shall provide a period of the security Instrument. However, the active representation of the security Instrument without further notices. Security Instrument without further notices of a partial day this Security Instrument without further notices. Borrower's Right to Reinstrument discontinued at at a time probable law this Security Instrument and the security Instrument of the explication of the security Instrument and the security Instrument shall make the right to the security Instrument shall make the right to have a security Instrument shall make the right to the security Instrument shall be security Instrument shall be security Instrument shall be security Instrument and the obligations of acceleration under sex if no acceleration had not acceleration under the six of the security Instrument and the obligations secured be serviced by the security Instrument and the obligations secured in an acceleration under the security Instrument and the obligations secured to a scale of the Note of a partial interest in the Note (organic by applicable as monthly payments doe used to the Note of the Security Instrument and the obligations of the security Instrument and the obligation of acceleration under the security Inst

one-twelfth of the yearly mortgage insuranc: pri mium being paid by Borrower when the insurance coverage lapsed or cased to be in effect. Lender will accept, use and actain these payment as a loss reserve he lieu of mortgage insurance. Loss reserve that Lender requires provided by only in ord lender; it is ordgage insurance coverage (in the amount and for the period the preniums required to maintain mortgage; insurance in effect or the preniums required to maintain mortgage; insurance ends in accordance with any written at reement between Borrower and Lender or applicable law.

Some of the prenium of the contract of the prenium of the prenium

in interest. Any fordearance by Lender in exercing any right or remody.

12. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the succe sors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreement; shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Sec urity Instrument and several. Any Borrower who co-signs this Security Instrument; it is mortgage, grant and convey that secured by this Security instrument; and (c) agrees that Lender and an other Borrower may agree to extend, modify, forbear or and that law is finally interpreted so that the interest or ther loan secured by this Security Instrument or the Note without that Borrower's consent. Security Instrument or the Note without that Borrower's consent. Security Instrument or the Note without that Borrower's consent. Security Instrument or the Note without that Borrower's consent. In the permitted limit, then: (a) any such loan charge shall be not duced by the amount necessary to reduce the charge to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it 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 in the Note.

14. Notices. Any notice to Borrower provided for in this Security y Instrument shall be given by delivering it or by mailing or any other address applicable law requires use of another method. The notice shall be directed to the Property Address stated herein or any other address Lender fees; nates by notice to Lender shall be given by first class mail to Lender's Instrument shall be deemed to have been given to Forrower. Any notice to Borrower. Any notice provided for in this Security conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

NON-UNIFORM COVENANTS Borrower and I ender further covenant and agree as follows:

21. Acceleration; Remedies. I enter shall give not ce to Borrower prior to acceleration following Borrower's breach of any covenant of agreement in this Security Instrument (5 at not prior to acceleration under paragraph 17 unless applicable law default on or before the date the notice is given to Borrower, by which the default must be cured; and (d) that failure 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 is not cured on or before the date; specified in the notice of a default or any other defense of Borrower 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 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-cuistence of a default or any other defense of Borrower 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 all sums secured by this Security Instrument without fur ther 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 notices the power of sale, cender shall execute or cause Trustee in pursuing the remedies provided in this an event of default and of Lender's election to cause the property of each of the Property is located. Lender or Trustee sold and shall cause such notice to be recorded in each of the property is located. Lender or Trustee shall give notice of sale in the manner prescribed by under the terms designated in the notice of sale in one of more parcels and in any order Trustee the time required by applicable law. After the time required by applicable law, postpone sale of all or any parcel of the Property at public auction to the highest bidder at the time and place and property of the purchase. Trustee shall deliver to the purchase. Trustee's deed shall be property at any sale.

Trustee shall deliver to the purchase. Trustee's deed shall be prima facie evidence of the truth of the statements made therein or persons legally entitled to it.

22. Reconveyance. Unon payment of sale sums secured withis Security Instrument, Lender shall request Trustee to reconveyance. 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 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 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. he 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 Security Instrument, the covenants and agreements of each such rider and be incorporated into and shall amend and [Check applicable box(es)]. Graduated Payment Rider Condominium Rider Planned U1 it Development Rider] 1-4 Family Rider Balloon Rider Biweekly Payment Rider Rate Improvement Rider Other(s) [specify] Second Home 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) ..(Seal) ..(Seal) STATE OF OREGON, On this 130h day of Ocholun-County ss: + longh Marvin L. Long and Ilene E. Long , personally appeared the above named the foregoing instrument to be their voluntary act and deed. and acknowledged My Commission Expires: (Official Scal) Before me: OFFICIAL SEAL OFFICIAL SEAL
B. JEAF! PHILLIPS
HOTARY FUSIGO OREGON
COMMISSION NO. 012081
DOMNISSION EXPIRES MAR 02, 1994 Notary Public for Ore