Please Return To: 12-08-94P03:37 RCVD Ford Consumer Finance Company, Inc. P.O. Box 1489 Clackamas, OR 97015-1489

92231

Volm94 Page 37349

(Space Above This Line For Recording Data) DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on The grantor is Barbara J. Dean, a single person

K-47173

The trustee is Klamath County Title Company 422 Main Street, Klamath Falls, OR 97601

The beneficiary is Ford Consumer Finance Company, Inc. December 1

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("Borrower"). , whose address is

,which is organized and existing

("Trustee").

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

("Lender").

Borrower owes Lender the principal sum of 25/100ths forty three thousand eight hundred sixty seven and

Dollars (U.S. \$ 43,867.25 ). This debt is evidenced by Borrower's note dated the same date as 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 December 10, 2019 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 Klamath County, Oregon:

Lot 5, Block 11, CITY OF MERRILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of

## 226 West Second Street, Merrill

Oregon

97633 [Zip Code]

## ("Property Address");

[City]

TOGETHER WITH all the improvements now or hereafter crected 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. All of the foregoing is referred to in this Security Instrument as the "Property."

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 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

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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 Secur-ity 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 the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender cach month a sum equal to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to substantially equivalent mortgage insurance coverage is not available.

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.

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. 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 any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of 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 inmediately 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 is less than the amount of the sums secured by this Security instrument whether or not the sums secured by this Security instrument, whether or not 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 secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument by reason of

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 limits, 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge 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 given by delivering it or by mailing 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 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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note are declared to be severable. 16. Borrower's Conv. Borrower shall be given one conformed conv of the Note and of this Security Instrument 16. Borrower's Conv. Borrower shall be given one conformed conv of the Note and of this Security Instrument

to milicis with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note are declared by the severable.
 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in its sold or transferred of of it a beneficial interest in Borrower is sold on transferred of of it a beneficial interest in Borrower. If all or any part of the Property or any interest in sold or transferred or of it a beneficial interest in Borrower. If all or any part of the Property or any interest in sold or transferred or of its option. 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 the 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. Molecular to the security Instrument of the Security Instrument without further notice or demand on Borrower.
 enforcement of this Security Instrument discontinued at any time priorin on the arafter of 0.5 days for such other priorid as prior day independent of this Security Instrument. These conditions are that Borrower: (a) pays Lender any other covenants or agreements; (c) pays all express incurred in enforcing this Security Instrument, Induing, but not other security Instrument, Induing, but on other security Instrument, Induing, but on security Instrument, Induing, but ony other covenants or agreements; (c) pays all

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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 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 provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the 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 be over a court action to assert the non-existence of a default or any other defause of Borrower to acceleration and the right to be over a scient to acceleration and the right to be over a scient to acceleration and the right to be over a scient to acceleration and the right to be over a scient to acceleration and the right to be over a scient to acceleration and the right to be been acceleration and the right to be acceleration acceleration and the right to be acceleration acceleratic acceleration acceleration acceleratic acceleratio bring 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 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. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of It 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 sell 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 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 nurchaser Trustee's deed conveying the Property without any covenant or warranty, expressed

Sale. Lenger of 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, reasonable Trustee's and attorneys' fees; (b) to 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 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 and without charge to the person or persons legally entitled to it.

1 rustee. Trustee shall reconvey the rioperty without warranty and without enarge to the person or persons regary endied to it.
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.

awarded by an appendic 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 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

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]	이 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 많이 많이 많이 많이 많이 했다.

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:

Barbara J. Dean (Scal) Barbara J. Dean

STATE OF OREGON,

County ss:

on this 15. day of December, 1994 Barbara J. Dean

the foregoing instrument to be

, personally appeared the above named

voluntary act and deed.

and acknowledged

Before me Notary Public for Oregon

My Commiss	ion Expir	es: 9/	2819	10	
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CTATE OF	OREGON	COUNTY	Ur.	KLAMATH:	
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đæ the 8th Klamath County Title Co A.D., 19 94 at 3:37 o'clock P.M., and duly recorded in Vol. M94 Filed for record at request of \_\_\_\_\_ Dec \_ on Page \_\_\_\_\_\_\_ 37.349\_ Mortgages County Clerk Evelyn Blehn - County Clerk By Doculere Musicmalite Bv FEE \$25.00

SS.