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Pleasa Estum To: Scottabluff, NE 69361

Vol. <u>M97 Page</u> 38243

MTC 42581 [Space Above This Line For Recogning Days]

DEED OF TRUST

Loan No.: 7057011

THIS DEED OF TRUST ("Security Instrument") is made on November 17, 1997 The granter is Richard G. Ourtis III and Corima L. Ourtis, as tenants by the entirety

Amerititle

("Borrower") . whose address is

022 South Sixth Street, Illamath Falls, CR 97601

("Trustee").

The tenshiology is New America Financial, Inc.

, which is organized and existing

the State of Texas under the laws of , and whose address is 3131 Turtle Creek Bouleward, Suite #1300, Dallas, TX 75219

Borrower owes Londer the principal sum of one hundred seventy five thousand seven hundred fifty and NO/100ths

Earch NO/100ths
Dollars (U.S. S. 175,750.00). 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 December 1, 2027. 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 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 County, Otogon:

Lot 19 of LAXENCOD HRIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the eddress of

2619 Lakeshore Drive, Idamath Falls

(Cip)

Creten

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurecances, and fixtures new or hereafter a part of the property. All replacements and edditions 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 bereby 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

defead generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TEMS 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.

ORUGON - Single Family - Famile Mat/Fred to Mac UNIFORM INSTRUMENT

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UNIFORM COWENITE. Signature of Lexics or country and spece as falsens:

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Conswitch of the yearly more representative premium being paid by Borrower when the insurance coverage layered or created to be in effect. Limiter will core, but the control to be in effect. Limiter will core, but the control to be in effect. Limiter will core and the period of the control to the con

its jold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a handral person, without incheir's prior written censent, Lender may, at its option, require immediate payment full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the actice is delivered or mailed within which Borrower trust pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument discontinued at any time prior to the expiration of this period, the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reliastatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) calify of a judgment enforcing this Security Instrument. Those conditions are that Berrower: (a) pays Lender all sturs which then would be due under this Security Instrument and the Note as if no acceleration had occurred. (b) surpriments; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured by this Security Instrument and the obligations secured by this Security Instrument and the obligations secured by this Security Instrument and the obligations of the case services and the pay of the pay of the pay of the secured of the Loan Servicer and the property and any result i

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

11. Acceleration Remedies. I can her shall give notice to Porrower prior to acceleration following Borrower's breach of any covenant for a greened in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides exhibitions). The notice shall opically: (a) the default; (b) the action required to cure the default; (c) and take, not less than 30 days from the date the notice is given to Borrower, by which the default aim 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 relatate after acceleration and stale. If the default is not cured on or before the date specified in the notice, Lender at its 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 transfers provided in this paragraph 21, including, but not limited to, reasonable attorney? Ites and costs of title eridence.

If Lender invokes the power of sale, Lender shall be entitled to collect all expects curred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney? Ites and costs of title eridence.

If Lender invokes the power of sale, Lender shall be entitled to callest all contents of sale when the default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each cumy in which any part of the Property is becald Lender or Trustee shall give rotice of sale in the manner prescribed by applicable law, and the strength of the sale of all or any part of the Property by public announcement at the time and place of an internal manner of the sale of all or any partee of the Property by public announcement at the time and place

| Adjustable Rate Rider | Condeminam Rider | 1-4 Family Rider |
|--|--|--------------------------|
| Graduated Payment Rider | Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| Dalloca Rider | Rate Improvement Rider | Second Home Rider |
| Other(s) [specify] | | |
| BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower and Wimmses: | eccepts and agrees to the terms and covera and recorded with it. Richard G. Co | T. Sen (Sen) |

(Sept)

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| | the foregoing instrumen | #- | malmatan, tan and dead. | and asknowledged | |
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| MTE OF C | REGON: COUNTY OF | KLAMATH: ss. | | | |
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| N | ovenberA.D., of | 19 <u>97</u> at <u>11:23</u> (<u>Mortgages</u> | on Page 3824 | a G. Letsch, County Clerk | • |
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