

54605

97 Mar 12 83:32

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MTC 43413-LW

COVER SHEET FOR RECORDING ATTACHED DOCUMENT

NAMES OF TRANSACTIONS	DEED OF TRUST
GRANTOR:	
NAMES OF PARTIES	ROYAL R AND KAREN J WISE
GRANTEE:	NEW AMERICA FINANCIAL INC.
DOCUMENT TO BE RETURNED TO	NEW AMERICA FINANCIAL INC. 905 WEST 27TH STREET SCOTTSBLUFF, NE 69361
TRUE AND ACTUAL CONSIDERATION	68,800.00
UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO	
FOR COUNTY CLERK LIEN RECORD	
INFORMATION REQUIRED BY ORS 205.125(c) & (e)	
(f) IF DOCUMENT IS A SATISFACTION, THE BOOK AND PAGE RECORDING THE LIEN	BOOK: PAGE:

45

Please Return To:
New America Financial, Inc.
205 West 27th Street
Seattle, WA 98101

8123

(Space Above This Line For Recording Data)

DEED OF TRUST

Loan No.: 755204S

THIS DEED OF TRUST ("Security Instrument") is made on March 10, 1998.
The grantor is Royal R. Wise and Karen J. Wise, as tenants by the entirety.

The trustee is Anmar title
223 South 6th Street, Klamath Falls, OR 97601

("Borrower"),
whose address is
("Trustee").

The beneficiary is New America Financial, Inc.

under the laws of the State of Texas, and whose address is
3131 Turtle Creek Boulevard, Suite #1300, Dallas, TX 75219
("Lender").

Borrower owes Lender the principal sum of sixty eight thousand eight hundred and NO/100ths

Dollars (U.S. \$ 68,800.00). 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 April 1, 2028. 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 Klamath County, Oregon:

Parcel 2 of Land Partition 6-97 being a portion of Lot 12 of PIERMONT HEIGHTS,
according to the official plat thereof on file in the office of the County Clerk
of Klamath County, Oregon, together with that portion of vacated Jones Avenue
which incurred thereto.

TOGETHER WITH AN EASEMENT 30 feet in width over and across the Easterly 30 feet
of Lots 3 and 12 of PIERMONT HEIGHTS, as reserved in instrument recorded in
Volume N56, page 21261, and Volume N96, page 21263, Microfilm Records of Klamath
County, Oregon.

which has the address of 2050 Jensen Lane, Klamath Falls
(Block)

(CR)

Oregon 97603 (Map C-44) (Property Address):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all appurtenances, 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 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 demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials: RR JK

Book 3038 996
Page 1 of 5
SEARCH 12/95

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law it is a written order by Lender, Borrower shall pay to Lender on the day monthly payment are due under the Note, and the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue, periodically over this Security Instrument, is a lien on the Property; (b) yearly local, state and ground rents on the Property, if any; (c) yearly taxes or property insurance premiums; (d) any other funds designated by Lender, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of monthly insurance premium. These funds are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount equal to the maximum amount he designates as a lender for a federally related mortgage loan may require from Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds or 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 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.

If the Funds held by Lender exceed the amounts pursuant to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall bring up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to amounts due fourth, to principal due; and last, to any fee charged under the Note.

Third, to interest due; fourth, to principal due; and last, to any taxes, charges, or other amounts which may become due and payable by Borrower to the Property which may attain priority over this Security Instrument, or any liability of Borrower to pay same, or any amount due under this instrument, or any amount due under any other instrument of Borrower to be paid under this paragraph. If any amount due under this paragraph is not paid when due, Borrower shall pay them on time directly to the holder of such notes, or to the holder of any other instrument of Borrower to be paid under this paragraph.

obligations in the manner provided in paragraph 10. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) consents in writing to the payment of the obligation recited by the lien in a manner acceptable to Lender; (b) consents in good faith to be sued by or defends against enforcement of the lien in legal proceedings which in the Lender's opinion create a present risk of enforcement of the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender that it will not commence or continue any action or proceeding to collect the debt represented by the lien.

enforcement of the lien; or (c) secures from the holder of the Note or the Lender, if the Property is subject to a Lien which may attain priority over this Security instrument. Lender may require Borrower to give notice identifying the liens. Borrower shall satisfy the liens or take one or more of the actions set forth above within 10 days of the giving of notice.

more of the same kind.

5. **Hazard** or **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, exercise his right to require Borrower to carry such insurance as Lender may require, and to pay the premium therefor, and to hold Lender harmless from all losses, costs, expenses, and attorney's fees arising out of or resulting from any claim or suit brought against Lender by reason of any failure to maintain such insurance.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, Lender may apply the insurance money so received to settle a claim then outstanding.

secured by this Security Instrument, whether or not then due, with any costs paid to the insurance carrier, if the insurance carrier has agreed to settle a claim, then Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay claims secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend one month beyond the due date of the recently payments referred to in paragraphs 1 and 2 or change the amount of the payments, unless the due date of the recently payments referred to in paragraphs 1 and 2 is extended, and accounts resulting from

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the substance or effect of any provision contained in paragraph 21 if the Property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Borrower shall occupy, maintain, and care for Property, this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless such circumstances occur which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property.

extenuating circumstances exist which are beyond Borrower's control. Borrower shall not commit damage or impair the Property or allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action on account of either civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or

and proceedings. Whether civil or criminal, it begins thus in Lender's good faith judgment could result in the loss of the Property, otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and repossess as provided in paragraph 13, by paying the arrear or proceeding to be dismissed with a ruling that the Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the lease evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall automatically terminate unless Lender agrees to the merger of the leasehold and the fee title.

not merge unless Lender agrees to the merger in writing. 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

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, to Lender from Lender to Borrower requesting payment.

of disbursements at the Note rate and shall be payable, when due, to Lender, or to such other person as Lender may designate. 3. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by the Security Instruments, 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 ceases 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 otherwise mortgage insurer approved by Lender. Substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal

marijuana: ✓

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage issued 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 is provided by an insurer approved by Lender prior to becoming 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 shall reasonably enter upon and inspect the Property. Lender shall give Borrower notice at the time of or prior to the inspection specifying reasonable cause for the inspection.

10. Conditioned. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for convenience 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 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 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. Any balance shall be 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 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 condemner 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 option, 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 otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Successor Not Required; Nonrenewal by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

12. Successors and Assigns. 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, forgive 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 limit, then: (a) any such loan charge shall be reduced by the amounts necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed 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.

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 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 jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflict 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 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 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.

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 notice is delivered or mailed within which Borrower must 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 without further notice or demand on Borrower.

18. Borrower's Right to Rebuttal. If Borrower meets certain conditions, Borrower shall have 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 reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) a copy of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (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 lien of this Security Instrument shall continue unchanged. Upon reforeclosure by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective if no acceleration had occurred. However, this right to rebuttal 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 (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two clauses shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Initials: *[Signature]*

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

21. Acceleration; Rescission. Lender shall give notice to Borrower prior to acceleration of any provision of 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 rescind after acceleration and the right to 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 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 remedy provided 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 nominate 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 purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The records in the Trustee's deed shall be prima facie evidence of the truth of the statements made thereon. Trustee shall apply the proceeds of the sale in the following orders: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's 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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

23. Successor 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 hereunder 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. 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

Graduated Payment Rider

Balloon Rider

Other(s) (specify)

Condominium Rider

Planned Unit Development Rider

Lots Improvement Rider

1-4 Family Rider

Biweekly Payment Rider

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.

+

Royal R. Wise
(Signature)
Royal R. Wise
(Name)
(Borrower)

Nathan J. Wise
(Signature)
Nathan J. Wise
(Name)
(Borrower)

(Signature)
(Borrower)

(Signature)
(Borrower)

Date: Four Thirteenth Day of March, One thousand nine hundred and seventy seven.

STATE OF OREGON

Marshall

County: etc:

On this 14 day of March, 1977 personally appeared the above named

Royal R. Wise and Karen J. Wise
the foregoing instrument to be Voluntary act and deed. and acknowledged

My Commission Expires: 4-20-01
(Official Seal)

Before me: 
Notary Public for Oregon



Notaries:

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SOURCE: 4046

8127

SECOND HOME RIDER

Loan No.: 7552045

THIS SECOND HOME RIDER is made on this 10th day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to New America Financial, Inc.

of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

2850 Jensen Lane, Klamath Falls, OR 97603
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lienholder: Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or pay other person(s) control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security

Initials: WJF

8129

Interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Robert Bellino
Robert R. Bellino

(Seal)
Borrower

W. David Cleve
Karen J. Cleve

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

MULTI-TENANT SECOND MORTGAGE
SINGLE FAMILY HOME SECURITY INSTRUMENT

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REC'D 3/12/98 8:48
LDOCST1B 8129

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 12th day
of March A.D., 1998 at 3:32 o'clock p M., and duly recorded in Vol. M98,
of Mortgages on Page 8122.

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Karen J. Cleve