55293 Please Return To: New America Firencial, Tro.

905 West 27th Street Scotcabluff, NE 69361

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## DEED OF TRUST

Loan No.: 7313240

THIS DEED OF TRUST ("Security Insequences") is made on The grantor is Brett J. Owens, an unmarried man

March 17, 1998

AmeriTitle The trustee is 222 South 6th Street, Klamath Falls, OR 97601

("Borrowes") whose address is

New America Pinancial, Inc. The beneficiary is

("Trustee").

, which is organized and existing , and whose address is the State of Texas

under the laws of 3131 Turtle Creek Boulevard, Suite #1300, Dallas, TX 75219

("Lender").

Borrows, owes Lender the principal sum of fifty eight thousand five hundred and NO/100ths

). 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 . 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, Oregon:

Lots 38 and 39 in Block 18 of ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of

4505 Thompson Street, Klemath Falls

[City]

Cregon

97603

("Property Audress"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appointments. and fixtures now or hereafter a part of the property. All replicements 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 selsed of the estate hereby conveyed and has the right to grant

and convey the Property and that the Property is givencumbered, 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGON - Scole Family - Famile MacFreddie Bigs INSTRUMENT

Form 3032 9/90 STORC1 12/35

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

1. Payment of Principal and Interest; Prepayment and Late Changes. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late changes due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthoid payments or ground rents on the Property; (if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; or ground rents on the Property; (b) yearly leasthoid payments of any; (e) yearly mortage insurance premiums; and (f) any sums payable by Borrower to Lender, in accordance with the Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related amortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Ender from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser 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 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 verifying the Escrow Items, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting service law requires interest to the paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writ

Funds held by Carder. If under paragraph 31 themselves that a country or sell the Property, Lender, prior to the acquisition or sale as the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a count against mass secured by this Security Instrument.

1 and 2.3. Application of Psyments. Unless applicable law provides otherwise, all payment received by Lander at the property of th

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, 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 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 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

Initials:

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period the premiums required to maintain mortgage insurance by Lender again becomes available and is obtained. Borrower shall pay 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 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall the property and th

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security 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, alless Borrower and Lender otherwise agree in writing, the sums total amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking 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 in less Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be fit the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make 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 11. Borrower Not Released; Forbearance by Lender to any successor in interest of Borrower shall to commence proceedings against any successor in interest or refuse to extend time for payment or modification not operate to release the liability of the original Borrower or Borrower's successors right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and

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 Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that 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 or the Note without that Borrower's consent.

21. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment 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 or any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the Property Address address stated herein or any other address Lender designates by notice to Lender shall be given by first class mail to Lender's Instrument shall be deemed to have been given to Borrower to Borrower. Any notice provided for in this Security 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 given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared 16. Borrower's Conv. Recover shall be sixed the security Instrument and the Note are declared

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 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

it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and particles and accurate the consent. Lender may, at its option, require immediate payment in ful of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender i exercises 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 Security Instrument. If Borrower date the notice is delivered or mailed within which Borrower may all sums secured by this Security Instrument. If Borrower date the notice of demand on Borrower.

18. Borrower's light to Reinstance and Borrower meets certain conditions, Borrower shall have the right to have applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument allocations and the Property pursuant to any power of sale contained in this Security instrument, or 6) entry of a judgment enforcing sale of the Property Durant to any power of sale contained in this Security instrument, or 6) entry of a judgment enforcing sale expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable attorneys fees; and (d) takes under may reasonably require to assure that the line of Instrument shall continue unchanged. Upon reinstatement of Borrower's obligation to pay the sums secured by 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 of acceleration under paragraph 17.

18. 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 or more changes of the Cana Servicer) becomes the address to which payments should be mate. The not

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 covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable iaw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not 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 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 may may be a long and may invoke the rower of sale and payment in full of all surns 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 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 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. 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 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 facle 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 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 to the person of persons legally entitled to it. Security Instrument and all notes evidencing debt secured by 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 of persons legally entitled to it. Security Instrument and Instrument are property and the Property of the Prope 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 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' 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. 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:

(Seal) (Borrower)

(Sean -(Borrower)

(Seal) -(Borrower)

(Seal) (Borrover)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 26th day of March A.D., 19 98 at 11:47 o'clock A.M., and duly recorded in Vol. M98 of Mortgages on Page 9734

FEE \$30.00 By Semetha G. Letsch, County Clerk

Initials: 265

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