## MTC 44006

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## DEED OF TRUST

Loan No.: 7356345

THIS DEED OF TRUST ("Security Instrument") is made on April 1, 1998 The granter is William Todd Peterson and Jacquie Lynn Peterson, as tenants by the entirety

The trustee is Amerititle 100 East Main - Suite A, Medford, OR 97501

("Borrower"). whose address is

The beneficiary is New America Financial, Inc. ("Trustee").

under the laws of

the State of Texas

, which is organized and existing

, and whose address is 3131 Turtle Creek Boulevard, Suite #1300, Dallas, TX 75219

("Lender").

Berrower owes Lender the principal sum of seventy one thousand two hundred and NO/100ths

Dollars (U.S. \$ ). This debt is evidenced by Borrower's note dated the same date as 71,200.00 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 May 1, 2028 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 10 and 11, ANKENY GARDEN TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

which has the address of 6320 Airway Drive, Klamath Falls

[City]

Oregon

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected 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.

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OREGON - Single Family - Famile Mue/Freddie Mac UNIFOR'M INSTRUMENT Page 1 of 5

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UNIFORM COVENANTS. Berevoer and Lender covenant and agine as follows:

1. Paqueent of Principal and Jalenesty Programment and Lates Catages. Berevoer shall promptly gow when done the principal of and instruct on the olds evidence by the Note and any programment and lates charges the under the Note. In the Catages of the Note and any programment and lates charges the under the Note. The Note and any programment and lates charges the under the Note and any programment and lates charges the under the Note. In the Catages of the Note and any programment and lates charges the under the Note and any programment and the Catages of the Note and any programment and the Catages of the Note and any programment and progr

attorneys' fees and entering on the Property to make repairs. Although Lender may take action that the property does not have to do so.

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

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 reian 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 hat 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 ceds 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 in the event of a total taking 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 instrument immediately before the taking, givided by (b) the fair market value of the Property 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 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 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 immediately before the

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 or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this paragraph 17. Berrower's covenants and agreements shall be joint and several. Any 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 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, 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 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 or any other address mail unless applicable law requires use of another method. The notice 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 Lender when given as 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 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

Lender's prior written consent, Lender may, at its option, require immediate payment in 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 security Instrument. If Dorrower falls 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.

Borrower's Right to Reinstate. Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument without further notice or demand on Borrower.

Borrower's Right to Reinstate. Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument and continued at any time or to the earlier of: (a) 5 days (or such other period as possible and payments of the security Instrument and the law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (o) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or egenenate, (o) pays all express incurred in enforcing this Security Instrument, Lender's rights in the Property and Borrower's obligation to Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had coccurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

Don reinstatement by Borrower, A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments she under the Note and this Security Instrument and the obligations secured by the secure of

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 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 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 major 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 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 saie. It 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 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 a solution to default and self-anderic election to cause the Proporty to be sald and shall cause such notice to be recorded in

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

posipone saie of an 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 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

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. 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.

Adjustable Rate Rider

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)].

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(3) [specify]	Comp Product Hiller	
	accepts and agrees to the terms and covenants contained in this Security Instru	ment
Witnesses:	110	
	- William of Flores	
	William Todd Peterson -(Born	czi) ower)
	- Jacques John Totionson &	cal)
	Jacquie Lynn Peterson -(Born	ower)
	- (Se -(Borre	ezi)
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法自然权权的法法律 直接的	(Se -(Borro	eal) swer)

ISmoon Bald	w This Line For Acknowledgment]
STATE OF OREGON,  STATE OF OREGON,  STATE OF OREGON,	hye County ss:
On this day of Cynul William Toold Peterson and Jacquie	Lynn Peterson and acknowledged
the foregoing instrument to be \( \frac{\frac{1}{2000}}{\frac{1}{2000}} \)  My Commission Expires: \( \frac{1}{16} \)	Before me: Kki A+ V ()
(Official Seal)  OFFICIAL SEAL  KRISTI L. REDD  NOT-RY PURI IC. GREGON	Notary Public for Oregon
NOT-RY PURI IC - GREGON COMMISSION NG. 048516 AY COMMISSION EXPIRES NOV. 16, 1999	
STATE OF OREGON: COUNTY OF KLAMATH: ss.  Filed for record at request ofAmeritit	
of <u>April</u> A.D., 19 <u>98</u> at of <u>Mortgages</u>	11:32 o'clock A. M., and duly recorded in Vol. M98 on Page 11282 Bemetha G. Letsch, County Clerk
FEE \$30.00	By Kattlum Koop

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