Please Return To: New America Financial, Inc. 905 West 27th Street Scottsbluff, NE 69361

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AYC # 02047664

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DEED OF TRUST

Loan No.: 7972326

THIS DEED OF TRUST ("Security Instrument") is made on

May 22, 1998

The grantor is Roger A. Hulet and Zola L. Hulet, husband and wife

("Borrower"). , whose address is

The trustee is Aspen Title & Escrow, Inc. 525 Main Street, Klamath Falls, OR 97601 The beneficiary is New America Financial, Inc.

("Trustee").

under the laws of

, which is organized and existing

the State of Texas 3131 Turtle Creek Boulevard, Suite #700, Dallas, TX 75219 , and whose address is

("Lender").

Borrower owes Lender the principal sum of one hundred seventy five thousand seven hundred fifty

this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable 175,750.00). This debt is evidenced by Borrower's note dated the same date as evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, . This Security Instrument secures to Lender: (a) the repayment of the debt 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

Lot 2, Block 24, NINIH ADDITION TO SUNSET VILLAGE, in the County of Klamath,

which has the address of

6623 Verda Vista Drive, Klamath Falls [Street]

[City]

Oregon

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereaster 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 - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Page 1 of 5

Form 3038 9/90

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 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 laxes or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; fany; and (f) any sums payable by Borrower to Lender, in accordance with the Lender may, at any time, collect and hold Funds in a mount not to exceed the maximum amount a lender for a federally related mortgage 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. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items.

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 Servow Items, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting service law toquires interest to be paid, Lender shall not be required to pay Borrower with this toom, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires may are in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower any shall pay to Lender to an exceed the amounts perfected to be paid, Lender shall not be required to pay Borrower any after the writing and continued to the F

Thomas held by Lender. If under partiems a National source of 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 credit against term of the Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs; third, to interest due; fourth, to only persyment charges due under the Note; second, to amounts payable under paragraphs; third, to interest due; fourth, to only persyment charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxet, assay has charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxet, assay has charges due under the Note.

4. Charges; Liens. Borrower shall promptly furnish to Lender all notices of amounts to be paid under by the polytrophylogistics in the manner, provided in paragraph 2, or I not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under bargargaph. I method to the payment of the obligation secured by the lien of the property is subject to a lien which may attain priority over more of the applications of the interest of control of the payment of the obligation secured by the lien in a manner accountly instrument unless Borrower. (a) agrees lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate good dath the control of the payment of the obligation secured by the lien in a manner shall state the payments of the Security Instrument, Lender may expensive that any part of the Property is subject to a lien which may attain priority over more of the actions set forth above within 10 days of the giving of notice.

1. Fazard or Property Insurance. Borrower shall keep the improvements now existing or bezaler created on the order of the payment of the property of the payment of the property

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 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

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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 that Lender requires) provided by an insurer approved 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 Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and label be paid to Lender.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and label be paid to Lender.

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the property instrument wind paid to the property instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums total amount of the sums secured by the anount 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 property immediately before the taking and the property immediately before the taking and the property immediately before t

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 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 Security 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; (b) is not personally obligated to pay the sums or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the foan the permitted limits, then: (a) any such loan charges 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.

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 Borrower designates by notice to Lender shall be given by delivering it or by mailing or any other address Borrower designates by notice to Lender when given as provided for in this Security Instrument shall be demed to have been given to Borrower to Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument when given as provided in this paragraph.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this

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.

18. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Instrument.

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 Security Instrument. If Borrower 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.

18. Borrower's Right to Reinstate. 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 (a) 5 days for such other period as Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender default of any other covenants or defunder this Security Instrument. Those conditions are that Borrower (a) pays Lender default of any other covenants or germents; (c) pays all expenses incurred in enforcing in Security Instrument, including, but this Security Instrument, Lender's rights in a decrease in a secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured 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 hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case 19. Sale of Note; Change of Loan Servicer and the case of the Note. If there is a ch

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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 covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable of any covenant or agreement in this occurry instrument that not prior to acceleration under paragraph 17 times 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 being a court action to accept the non-evictoric of a default or any other defence of Reservent a constant 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 remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the

remedies perinited 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 high applicable law to Borrower and to other paragraphs applicable law. After the time required by applicable law to Borrower and to other paragraphs 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 position of selection of the second selection selection of the second selection of the second selection of the second selection selec under the terms designated in the notice of sale in one or more parceis 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 facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the cole in the following order. 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. 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

appointed hereunder. Without conveyance of the Property, the successor trustee shall success to all the thick, point 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.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this security Instrument, of each such rider shall be incorporated into and shall amend and supplement 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 Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Planned Unit I Rate Improvem	Development Rider	☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider	
BY SIGNING BELOW, Borrower acc and in any rider(s) executed by Borrower and Witnesses:	cepts and agrees to the recorded with it.	he terms and covenant	s contained in this Security Instru	ıment
,		Roger A. Hulet J. J. Hulet Zola L. Hulet	(Bor	Seal) rower) Seal)
			(S	rower) Scal) rower)
			(Sorr	ical)

	[Space Below This	Line For Acknowledgment]	19018
On this 22nd d Roger A. Hulet and	Klamath ay of <u>May, 1998</u> Zola L. Hulet	County ss:	above named
the foregoing instrument to be	THEIR	voluntary age and deed	and acknowledge
My Commission Expires: A (Official Seal)	pril 10, 2000	Before me:	WY.
OFFICIAL SEA RHONDA K. OLT NOTARY PUBLIC-OF COMMISSION NO. O MY COMMISSION EXPIRES A	L 8 /ER 8 BEGON 8 53021 8	Notary Public for Oregon	

STATE OF OREGON: COUNTY OF KLAMATH: 55.

Filed for recor	at request of Aspen Title & Escrow	
of June	A.D., 19 98 at 3:36 o'clock P. M. and duly recorded in V	4th day
	on Page	
FEE \$30.	Bernetha G. Letsch, Cou	inty Clerk

Initials: RH JSI
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