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Please Return To: New America Financial, Inc. 905 West 27th Street Scottsbluff, NE 59361 Vol. m 98 Page 24729

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DEED OF TRUST

Loan No.: 7352255

THIS DEED OF TRUST ("Security Instrument") is made on The grantor is Margaret P. Hughes, an unmarried woman

July 6, 1998

The trustee is AmeriTitle

222 South Sixth Street, Klamath Falls, OR 97601

("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 Roulevard, Suite #700, Dallas, TX 75219

("Lender").

Borrower owes Lender the principal sum of thirty seven thousand five hundred and NO/100ths

Dellars (U.S. \$ 37,500.00). 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 August 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

The Westerly 61.4 feet of Lot 7, Block 92, BUENA VISIA ADDITION to the City of Klamath Falls, Oregon, being 61.4 feet along Upham Street and the Easterly line of this parcel of land being parallel to the Easterly line of said Lot 7, in the County of Klamath, State of Oregon.

which has the address of

405 Upham Street, Klamath Falls

[City]

Oregon

97601 [Zip Code] ("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.

Initials: MA

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

1. Payment of Principal and Interest; Prepayment and Late Chaiges. 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 Lender on the day monthly payment are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Insurance as a lien on the Property; (b) yearly leasehold payments or ground rents cn 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 provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount 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 areneded from time to time, 12 U.S.C. Section 2601 et sec. "RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender naay, 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.

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 whose deposits are insured by a federal agency, instrumentality, or entity including Lender, in Lender may not charge Borrower for holding and applying the Funds, and applicable law permits Lender to the Lender

Upon peyment in full of all suns secured by this Security instrument, Lender, shall promptly refund to Borrower apy Funds held by Lender. Full under paragraph 21, Lender shall acquire or sell the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument. More property in the property instrument and the property instrument and expense to the secure of the time of the control of th

attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agnee 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-iwelfth 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 retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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 longet be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period payments may no longet be required, at the option of Lender, if mortgage insurance experience of the property of the property. Lender shall pay that Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give of 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, the proceeds shall be applied to the sums secured by this Security In the event of a total taking of the Property in t

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 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 Instrument'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, 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 limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded 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 previded for in this Security Instrument shall be given by delivering it or by mailing

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

conflicts 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.

10. Tronsfer of the Property or a Beneficial Interest in Borrower is 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower in or a natural person) without landers prior written consent, Lender may, at its option, require immediate payment in full of all soms 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. 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 Borrower is sold or transferred and Borrower must pay all sums secured by this Security Instrument without further notice or command on Borrower must pay all sums secured by this Security Instrument without further notice or command on Borrower must pay all sums secured by this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as enforcement of this Security Instrument to any power of sale contained in this Security Instrument and the Note as if no acceleration had occurred; (b) captured instrument, or (b) carry of a judgment entity Instrument and the Note as if no acceleration had occurred; (b) captured instrument, and the Note as if no acceleration had occurred; (c) captured instrument, and the Note as if no acceleration had occurred; (b) captured instrument, and the Note as if no acceleration had occurred; (c) captured instrument, a

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 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 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 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 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 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 Instrument to Trustee. 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' 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)]. Condominium Rider Adjustable Rate Rider Biweekly Payment Rider Planned Unit Development Rider Graduated Payment Rider Second Home Rider Rate Improvement Rider Balloon 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 at. Witnesses: Margaret P. Chen

-(Borrower)

______(Seal)
-(Borrower)

(Seal) (Borrower)

(Seal)

그 <u>경화 - 18일 - 19일 - 19일 - 19일 - 19일 - 19일</u> 2013년 - 19일 -	[Space Below This Line F	For Acknowledgment]	
STATE OF OREGON, K	lamath	County ss:	
On this 7 day of Margaret P. Hughes	July	1998, personally appeared the ab	ove named
			and colonously days
the foregoing instrument to be	lr.	_voluntary act and deed.	and acknowledge
My Commission Expires: 11/16/99 (Official Seal)		Before me: Hustin	Rell
OFF KRIS NOTARY	ICIAL SEAL STI L. REDD A PUBLIC - (IREGON SI SION NO. 1148516	Notary Public for Oregon	,

Filed for record at request of Amerititle the 10th day of Mortgages on Page 24729

FEE \$30.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Amerititle the 10th day of Mortgages on Page 24729

Bernetha G. Letsch, County Clerk

By Author Markendore

Page 5 of 5 SIORCS 01/96