

7714

File Recording Please Return To:
New America Financial, Inc.

9 18 2010

Vol. 1992 Page

3108

[Company Name]

Name of Natural Person:

505 West 27th Street

(Street Address)

Scottsbluff, NE 69361

(City, State ZIP)

Until A Change Is Requested, All Fix Stated
Shall Be Sent To The Following Address:

(Street Address)

(City, State ZIP)

ATC 40321
[Space Above This Line for Recording Data]

Loan No.: 6314256

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 8, 1999, as tenants by the entirety

1999. The grantor is

"Borrower"). The trustee is Amerititle, 222 South Sixth Street, , 97 New America Financial, Inc. which is organized and existing under the laws of 3131 Turtle Creek Boulevard, Su

("Trustee"). The beneficiary is

sixty seven thousand five hundred Dollars (U.S. \$ 67,500.00). The Note ("Note"), which provides for monthly payments, is dated February 1, 2029. This Security Instrument secures renewals, extensions and modifications of the Note, the security of this Security Instrument, and (c) the Note. For this purpose, Borrower irrevocably grants in Klamath

, and whose address is

(Lender). Borrower owes Lender the principal sum of

01, the State of Texas, Suite #700, Dallas, TX 75210

(Lender). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, is the full debt if not paid earlier, due and payable on February 1, to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect performance of Borrower's covenants and agreements under this Security Instrument and convey to Trustee, in trust, with power of sale, the following described property

County, Oregon and make a part thereof.

See Exhibit A attached hereto

which has the address of

Chiloquin
[City]

[§ 13.7] First Street

[§ 13.24] [Date] "Property Address");

[§ 13.24]
[Date]

TOGETHER WITH all the improvements now or hereafter a part of the property. All easements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey it in fee simple or otherwise, except as provided, except in lands, subject to any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands.

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.

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 and interest on the debt evidenced by the Note and any payment 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 payments 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 Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, 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 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 tendered for a federally related mortgage loan required by the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets 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.

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 other Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds annually, analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed amounts permitted 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 in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

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 interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attain priority over this Security Instrument, provided in paragraph 2, or if not provided, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all receipts, evidence, or the payments.

Borrower shall promptly discharge any lien to the payment of the obligation secured by the lien or enforcement of the lien in legal proceedings which the holder of the lien, in agreement satisfactory to part of the Property is subjected to a lien which in all the lien. Borrower shall satisfy the lien or take off

5. Hazard or Property Insurance. Lender insures against loss by fire, hazards included with which Lender requires insurance. This insurance shall cover providing the insurance shall be chosen by Borrower fails to maintain coverage described in accordance with paragraph 1.

All insurance policies and renewals shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and give prompt notice to the insurance carrier and Lender. Lender may make proof of loss

Unless Lender and Borrower otherwise agree, if the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess offered to settle a claim, then Lender may collect the insurance proceeds. Lender may pay sums 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 or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste or other acts which 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 by, damage or impair the Property, allow the Property to deteriorate, or commit waste or other acts which could result in forfeiture of the Borrower's interest in the Property or other instrument or Lender's security interest. Borrower shall also be in default if Borrower, or inaccurate information or statements to Lender (or failed to provide Lender with information evidenced by the Note, including but not limited to, representations concerning sidence. If this Security Instrument is on a leasehold, Borrower shall comply with all the terms of the leasehold and the fee title shall 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 bankruptcy, probate, for condemnation or forfeiture or to protect the value of the Property and Lender's rights has priority over this Security Instrument, appearing Although Lender may take action under this paragraph

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to the Note rate and shall be payable, with interest on notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain their mortgage insurance in effect. If, for any reason, the mortgage insurance is in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not

which has priority over this Security Instrument unless Borrower: (a) agrees in writing manner acceptable to Lender; (b) contests in good faith the lien by, or defends against the Lender's opinion of equity to prevent the enforcement of the lien; or (c) secures from Lender subordination of the lien to this Security Instrument. If Lender determines that any a priority over this Security Instrument, Lender may give Borrower a notice identifying or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall keep the improvements now existing or hereafter erected on the Property the term "extended coverage" and any other hazards, including floods or flooding, for be maintained in the amounts and for the periods that Lender requires. The insurance Borrower subject to Lender's approval which shall not be unreasonably withheld. If Lender fails to maintain coverage described in accordance with paragraph 1.

All insurance policies and renewals shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and give prompt notice to the insurance carrier and Lender. Lender may make proof of loss

in writing, insurance proceeds shall be applied to restoration or repair of the Property if feasible and Lender's security is not lessened. If the restoration or repair is not lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess offered to settle a claim, then Lender may collect the insurance proceeds. Lender may pay sums 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 or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 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.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste or other acts which 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 by, damage or impair the Property, allow the Property to deteriorate, or commit waste or other acts which could result in forfeiture of the Borrower's interest in the Property or other instrument or Lender's security interest. Borrower shall also be in default if Borrower, or inaccurate information or statements to Lender (or failed to provide Lender with information evidenced by the Note, including but not limited to, representations concerning sidence. If this Security Instrument is on a leasehold, Borrower shall comply with all the terms of the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 bankruptcy, probate, for condemnation or forfeiture or to protect the value of the Property and Lender's rights has priority over this Security Instrument, appearing Although Lender may take action under this paragraph

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to the Note rate and shall be payable, with interest on notice from Lender to Borrower requesting payment.

Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain their mortgage insurance in effect. If, for any reason, the mortgage insurance is in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not

available, Borrower shall pay to Lender each month Borrower when the insurance coverage lapses or ceases in full or mortgage insurance. Loss reserve payments (in the amount and for the period that Lender requires) Borrower shall pay the premiums required to maintain mortgage insurance ends in accordance with any written agreement.

9. Inspection. Lender or its agent may make notice at the time of or prior to an inspection specifically:

10. Condemnation. The proceeds of any award or other taking of any part of the Property, or for cost of removal in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, or not then due, with any excess paid to Borrower Property immediately before the taking is equal to 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, unless Borrower the proceeds shall be applied to the sums secured by the Property in which the fair market value was secured immediately before the taking, unless Borrower.

If the Property is abandoned by Borrower, settle a claim for damages, Borrower fails to respond and repay the proceeds, at its option, either to restoration 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. Borrower Not Released; Forbearance 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 the term 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 or 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 co-signers shall be liable to Lender for payment of the sums secured by this Security Instrument, and 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 charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be deducted from the principal owed under the Note or by reducing the principal owed under the Note or by being treated as a partial prepayment without any premium charge under the Note.

14. Notices. Any notice to Borrower shall be given by mail unless applicable law requires use of facsimile unless Borrower designates by notice to Lender. Any notice to Lender shall be given by notice to Borrower to Borrower or 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 of this Security Instrument or the Note 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 shall be given one informed copy of the Note and of this Security Instrument.

16. Borrower's Copy. Borrower shall receive a copy of this Security Instrument in English.

17. Transfer of the Property or a Beneficial Interest. If the Property or a Beneficial Interest is sold or transferred (or if the beneficial interest in Borrower is held by a natural person) without Lender's prior written

consent, Lender may require payment of the sum equal to the twenty-fifth of the year mortgage insurance premium being paid by Lender will accept, and retain those payments as loss reserve until no longer required, at the option of Lender, if mortgage insurance coverage provided by a surety approved by Lender again becomes available and is obtained. mortgage insurance is in effect, or to provide a loss reserve, until the requirement for an agreement between Borrower and Lender of applicable law, reasonable entries upon and inspections of the Property. Lender shall give Borrower reasonable cause for the inspection.

18. Damages. Direct or consequential, in connection with any condemnation or proceeding for the taking of the Property, or for costs of removal in lieu of condemnation, are hereby assigned and shall be paid to Lender. The proceeds shall be applied to the sums secured by this Security Instrument, whether greater than the amount of the sums secured by this Security Instrument immediately after the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, this Security Instrument whether or not the sums are then due.

If, after notice by Lender to Borrower that the condemner offers to make an award or Lender within 10 days after the date the notice is given, Lender is authorized to collect and 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.

19. 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 co-signers shall be liable to Lender for payment of the sums secured by this Security Instrument, and 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.

20. Notices. Any notice to Borrower shall be given by delivering it or by mailing it by first class mail to Lender at all times Lender's address stated herein, or any other address to which notice is given by first class mail to Lender's address stated herein, or any other address provided for in this Security Instrument shall be deemed to have been given in this paragraph.

21. 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 of this Security Instrument or the Note conflicts with applicable law, this Security Instrument or the Note which can be given effect without the conflicting provision or the Note are declared to be severable.

22. Transfer of the Property or a Beneficial Interest. If the Property or a Beneficial Interest is sold or transferred (or if the beneficial interest in Borrower is held by a natural person) without Lender's prior written

as for the parcel of Real Property by which an assignee may purchase the Property if any as to which the Lender or its

Trustee shall deliver to the purchaser. It is implied that the recitals in the Trustee's deed shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees and attorneys' fees; (b) to all sums thereto entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay my recordation 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 my Trustee appointed herein and by applicable law.

24. Attorney's Fees. As used in this Security Instrument and in the Note, "attorney's fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. In case 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

limited Unit Development Rider

Improvement Rider

1-4 Family Rider

Bi-weekly 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.

Witnessed:

(Seal)
Borrower

Gregg A. Bohill

(Seal)
Borrower

Laura J. Bohill

(Seal)
Borrower

(Seal)
Borrower

3114

State of Oregon

County of *Kent*The foregoing instrument was acknowledged
Gregg A. Koch and Laura J.

(Seal)

(Please check this line or initial here if true)

S
S
S

acknowledged before me this

January 8, 1999

, 1999

[date] by

(name of person acknowledged)

Laura Grant Koch

Notary Public, State of

Oregon

My Commission Expires:

1/22/01

Credit Deed of Trust-Single Family Home Note/Promissory Note
THE COMPLIANCE SOURCE, INC.
 Tel/Off: (972) 986-1178 Fax (972) 392-2191
www.compliance-source.com

IN UNIFORM STRIKE

Initials:

 Form 3036 09/90
 (page 7 of 7 pages)
 401007CS 02/93

**EXHIBIT A
ALL DESIGNATION**

Lot 1 Block 2, WOODLAND PARK, according to the official plan thereof on file in the office of the County Clerk of Klamath Court, Oregon. "DOGE" HER WITH an undivided 1/98th interest in 2 parcels situated in Lots 1 and 2, Section 15, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

PARCEL A

Beginning at the Northwest corner of
the Willamette Meridian, Klamath Co.
said Section North 89 degrees 42' 15"
South 46 degrees 57' 20" West 408.1
River; thence following said River to
North 16 degrees 33' West 60.98 feet
said Section line 172.92 feet to the point

5. Township 34 South, Range 7 East of
and running thence e along the North line of
test; hence South 32° 42' feet, thence
northeasterly bank of the Williamson
legram 53° 20" West 136.90 feet, thence
line of Section 15, thence Northerly on

PARCEL V

Beginning at the Northwest corner of
the Willamette Meridian, Klamath Co.,
15° East 40° 00' feet along the North
thence South 50 degrees 43' 50" East
886.79 feet to the true point of begin-
ning; thence West 44° 55' feet to a point
56° 10' West 44° 55' feet to a point
thence South 45 degrees 32' 20" East
411.58 feet, thence North 4 degrees
point of beginning of this descrip-
tion.

said Section 5, Township 34 South, Range 7 East of
City, Oregon, and running thence North 89 degrees 42'
line of said section 15, thence South 02.42 feet;
45.16 feet; thence South 76 degrees 17' 30" East
ung of land described, thence South 35 degrees
in the North 84.00 feet; thence North 44 degrees 52' 10" East
25' 40" U. S. Surveyor's chain, or less, to the true
15.01 feet, more or less, to the true

STATUTE OF LIMITATIONS : COUNTY OF KLAUYER

Filed for record at request of John W. Smith on January 1, 1999 at 1:10 P.M. by Karen L. Baze, Clerk
 in Vol. M99 on Page 3108.
 Paid \$45.00 by Linda Smith, County Clerk.