Please Return To: New America Financial, Inc.

905 West 27th Street Scottsbluff, NE 69361

Loan No.: 7963622

- [Space Above This Line For Recording Data]

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## **DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on The grantor is JACKIE A. VETTER, a single woman

June 18, 1998

("Borrower").

The trustee is

Commonwealth Land Title Company, a California Corporation

("Trustee").

The beneficiary is

New America Financial, Inc.

, which is organized and existing

under the laws of the State of Texas

, and whose address is

3131 Turtle Creek Blvd. #1300, Dallas, TX 75219

("Lender").

Borrower owes Lender the principal sum of one hundred eight thousand eight hundred and NO/100ths

). This debt is evidenced by Borrower's note dated the same date as this Dollars(U.S. \$ 108,800.00 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 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 County, Nevada:

LOT 363, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 29, 1973, IN BOOK 573, PAGE 1026, AS FILE NO. 66512.

A.P.N. 29-183-33

which has the address of

1307 YELLOWJACKET LANE, Gardnerville [Street]

[City]

Nevada

89410 [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.

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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 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 Instrument as a lien on the Property; (b) yearly leaschold 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; 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 amended from time to time, 12 U.S.C. Section 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) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay 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 interest on the Funds and applicable law permits Lender to make

or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give the Borrower, which charge, an annual accounting of the Funds, showing credits and depote the Control of the Funds held by Lender exceed the first paid, showing regists and course secured by this Security Interest to the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable to the Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable to not for the Punds of the Punds held by Lender at the time is not stiffing and, in such a pund of the Punds held by Lender and the Punds held by Lender at the time of acquisition or sale as a credit against the same secured by this Security Instrument.

3. Application of Punds held by Lender at the time of acquisition or sale as a credit against the same secured by this Security Instrument.

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges the work risk pay and the same pay all taxes, assessments, charges, fines and impositions at the Note; which may attain priority over this Security Instrument.

4. Charges; Liens. Borrower shall promptly furnish to Lender's alpha promptly furnish to Lender's polyments. Borrower shall promptly declarage and the promptly furnish to Lender's polyments. Borrower shall promptly the promptly furnish to Lender's polym

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

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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 retain 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 that 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 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.

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 shall be paid to Lender.

the premiums equiried to mantatum mortugue instances in effect, or to provide a loss reserve, until the requirement for mortugue instances and the control of the Property. Londer shall give Borrover, notice at the time of or prior to an inspection specifying realocable cause for the tangention. In consection with any give Borrover, notice at the time of or prior to an inspection specifying realocable cause for the tangention. In consection with any control of the property, including the property cause of the Property cause of the Property cause of the Property cause of the Property in the Property of the Property o

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 and without further demand may invoke the power of sale, including the right to accelerate full payment of the note, 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 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 shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and

law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner 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 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. In accordance with applicable law, 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. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S.

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supplem	urity ent	Instrument, the covenants and ag	greer	one or more riders are executed by nents of each such rider shall be in ecurity Instrument as if the rider(s) v	corpo	rated into and shall amend and
		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]		_ / / /	<b>N</b>	
and in a Witness	iny r	SIGNING BELOW, Borrower accider(s) executed by Borrower and	epts reco	and agrees to the terms and covenant rded with it.  Anchie H.	s cont	(Seal)
				JACKIE A. VETT	ER	-Borrower
			Table State of the	(Seal)		-Borrower (Seal)
				-Borrower		-Borrower
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one percentage point of the remaining principal loan balance

STATE OF NEVADA,	Douglas	County ss:
On this 19th day a notary public in and for the Co	of June unty and State aforesaid,	, 1998 , personally appeared before me, the undersigned,
and voluntarily and for the uses a IN WITNESS WHEREO	ind purposes therein mentio	hand and affixed my official seal at my office in said county of
My Commission Expires: 2-15	-02	Notary Public County of Douglas , State of Nevada
• .		Douglas , state of Novada
-		DANIELLE E. CURTIS Notary Public - State of Nevada Appointment Recorded in County of Douglas My Appointment Expires Feb. 15, 2002
•		
		REQUESTED BY
		WESTERN TITLE COMPANY, IN IN OFFICIAL RECORDS OF DOUGLAS CO., HEVADA

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LINDA SLATER
RECORDER

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