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BANK OF AMERICA OREGON P.O. Box 4211 Portland, Oregon 97208-4211 Attention: Consumer Lending Attention: _____0521031146003

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CUSTOMLINE® EQUITY कारी प्रोट हे नवदानेत राज्य वच्च को वे निर्ध की वर्ष ADJUSTABLE RATE DEED OF TRUST

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This Deed of Trust is entered into this 22nd day of April 1
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In this Deed of Trust he word "you" and "your" mean Robert, S.: Cudo and Arlys Carla Cudo, who are married to each other mean relation of the second definition of the seco
whose mailing address is, <u>5101 Laurelwood Drive Klamath Falls, OR 97603</u>
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The words "we;" "us" and "our" mean Bank of America Brive Klamath falls, OR 97603
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America Oregon, an Oregon state chartered bank whose mailing address is Post Office Box 4211, Portland, Oregon 97208-4211 as the Beneficiary. The Trustee is Klamath County Title Company whose mailing address is P.O. Box 151 Klamath Falls, OR 97601

1. THE CUSTOMLINE AGREEMENT. We have agreed to make loan advances to you in accordance with your CustomLine Equity Account Agreement and Disclosure dated April 22nd 1991, which is called the "CustomLine Agreement" in this Deed of Trust. These loan advances will be of a revolving nature and may be made, repaid, and remade from time to time. A series of advances to be secured by this Deed of Trust is contemplated by you and us, even if the unpaid balance owed under the CustomLine Agreement has previously been reduced to zero. The total outstanding balance owing at any one time under the CustomLine Agreement (including interest and other fees as provided in the CustomLine Agreement) shall not exceed \$ 16,000.00 That sum is referred to as the "Credit Limit" in the CustomLine Agreement and this Deed of Trust. The term of the CustomLine Agreement commences on the date of this Deed of Trust and shall end, if not paid earlier, on April 21, 2016. reserved and showed a set of a burn operating (maturity date) (1931; 37() States (1971) (1971) (1971)

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2. OBLIGATIONS SECURED. This Deed of Trust secures: Units that the beach and the secure of the secur (a) Repayment of your indebtedness to us under your CustomLine Agreement. All of the loan advances under your CustomLine Agreement will be secured by this Deed of Trust. All modifications; amendments; extensions and renewals of your CustomLine Agreement

(b) Performance of all your obligations and agreements in the CustomLine Agreement and this Deed of Trust. และที่ไว้ แต่สารไปเล (c) Payment of all sums advanced by us in accordance with this Deed of Trust to protect us and our security in this Deed of Trust. Notwithstanding anything in this Deed of Trust to the contrary, this Deed of Trust shall not secure any portion of your outstanding balance owing under the CustomLine Agreement that exceeds the Credit Limit a lun anti-uterit, actain and the contract of the contract 3.41 VARIABLE RATE OF INTEREST. The rate of interest on your outstanding balance under the CustomLine Agreement will vary from time to time as described in the CustomLine Agreement. The rate on the CustomLine Agreement is subject to indexing, adjustment, renewal, and renegotiation. It satisfies the antisent at hermitian energy and the set 4. SECURITY: To secure your obligations and agreements to us in the CustomLine Agreement and this Deed of Trust; you

irrevocably grant and convey, to the Trustee, in trust, with the power of sale, your home located at 5101 Laurelwood Drive in Klamath Falls that are now or in the future on it, all rights and privileges to the real property and all fixtures that are now or in the future attached to it including all easements, rights, appurtenances, rents, royalties, mineral; oil, gas rights and profits, and water rights. All of this security is called "your Home" in this Deed of Trust. Your Home is in Klamath and side side of County, Oregon and is legally described as: 1999 of it may a place of the period of the manual of the store flow and the set of the head of the period of the star of the star

Lot 32 in Block 4, Tract 1064; First Addition to Gatewood, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. the modeler blocks and the source second many drivers are socied at 1950 defined. As a rest the store shows gold missing a bissingle coverables when a training of the result withe Trains a deal that be priver fails restores of the rath of training mede therain. The presence of the cale stabilize apartics in the following order. (a) to all researable cover and any reas of the rule. be Dealer and Dealer and the contract of the second of the second of the second of the contract of the second by the Dealer and the second of the ai Trasfered (c) he as a the second of powers legally emitted thank is or to the close of the second burn of the control in which the safe root (here "We can also contributed an which to judicially foreelses, this Deed of Tries in the standar pewilled by its set

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You acknowledge your Home is subject to mortgage or deed of trust of record, that is called your "Prior Loan" in this Deed of Trust. You acknowledge that except for encumbrances of record, you Home is unencumbered and you have the right to grant and convey your Home and will defend the title to your Home against all claims and demands subject to encumbrances of Record. 5. PAYMENT OF AMOUNTS BORROWED. You will promptly pay when due all amounts borrowed under the CustomLine a bash at ago all sets a gay, we ye being a to be the to be ago at a SSVL ??

807 Agreement, all interest, and all other fees provided in the CustomLine Agreement.

B) IPRIOR LOANS. You agree to perform all of your obligations under the Prior Loans and any other security instrument with a lien that has priority over this Deed of Trust, including your obligations to make payments when due. You will not modify, amend, extend or renew the Prior Loans or accept any additional advances on the Prior Loans without first obtaining our written consert.
LIENS. You will pay all taxes, assessments and liens attributable to your Home. Within five days after any request by you.

will provide us with receipts showing that all amounts you are required to pay under this paragraph have been paid when due builting a subscript of the built of

coverage," and flood and other hazards that we may require from time to time. The policy shall provide insurance in an amount not less than the amount of the Prior Loans plus your Credit Limit. The insurance company providing the insurance shall be chosen by you subject to our approval. All insurance policies and renewals shall be in a form acceptable to us and shall include a standard deed of trust beneficiary clause in our favor. You will give us prompt notice of a loss and we may make proof of loss if not made promptly by you. All insurance proceeds are assigned to us and shall be paid to us to the extent of all sums secured by this Deed of Trust, subject to the terms of the Prior Loans. If your Home is abandoned by you, or if you fail to respond to us within 30 days from the date we mail notice to you that the insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may insurance proceeds shall be applied to restore or repair your Home or to repayment of the sums secured by this Deed of Trust, as we may

1 009. PRESERVATION AND MAINTENANCE OF YOUR HOME: You will keep your Home in good repair and shall not commit waste; permit in a condominium or a planned unit development, you will perform all of your obligations under the declaration, covenants, conditions and restrictions, articles of incorporation or bylaws, or any equivalent constituent document creating of governing the condominium for planned unit development. You, will pay; when due, all assessments imposed by the owners' association or any other governing body of the condominium or the planned unit development, if any; T

10. PROTECTION OF OUR SECURITY of you fail to perform your obligations and agreements in this Deed of Trust, or if any action or proceeding is commenced which materially affects our interest. If your Home, then, at our option, upon notice to you, we may make such appearances, disburse such sums, including reasonable attorneys), feest/ and take such; action as is necessary to protect our interest. Any amounts disbursed by lust pursuant to this paragraph together with interest thereon at the trute, provided in the CustomLine. Agreement shall be secured by this Deed of Trust. Such amounts shall be payable by you upon notice from us requesting payment. Nothing contained in this paragraph shall net cure any breach by you of any obligation or agreement under this Deed of Trust, and take how us under this paragraph shall not cure any breach by you of any obligation or agreement under this Deed of Trust, and take not the payable by you upon notice from us requesting payment. Nothing this paragraph shall not cure any breach by you of any obligation or agreement under this Deed of Trust, and taken by us for the proceeds of any condemnation or eminent domain award or settlement, in connection, with your Home are assigned to us and shall be paid to us to the extent of your indebtedness under the CustomLine. Agreement, subject to the terms of the Prior Loans. <u>010S_1S_LITGA</u> no real taken but you in both to but it on the terms.

12. CONSTRUCTION OF IMPROVEMENTS: If any loan advance under the CustomLine Agreement is for the purpose of constructing improvements to your Home, this Deed of Trust shall be deemed to be a Construction Mortgage? as that term; is defined in the Oregon Revised Statutes. At our option, we may require you to execute and deliver to us, in a form, acceptable to us, an assignment of any rights, claims or defenses that you may have against parties who supply labor, materials or services in connection with improvements made to your Home.

13. DEFAULT. The occurrence of any of the following will be deemed to be an event of default: (a), you engage in fraud or material misrepresentation in connection with the CustomLine Agreement or the account, established pursuant to the CustomLine Agreement; (b) you do not meet your repayment obligations in the Custom Line Agreement; or (c) you act or fail to act, in a way that adversely affects your Home or any of our rights in your Home, including, but not limited to, the sale or transfer of your Home without our prior written consent, unless prohibited by Law .. If you commit an event of defaulterat our option; we may require (immediate payment in full of all sums secured by this Deed of Trust, without, demand, and, may; invoke, the, power of, sale, and, any, other, remedies, permitted, by, applicable law. We shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable, attorneys, fees (including allocated cost of our salaried, attorneys, to the extent, permitted, by law))including any irrevocably grant and concey, to the Trustee, in trust, with the power of and, youthuo, estilledge you follath is bebrevie and even of and a 14. REMEDIES. If we invoke the power of sale, we shall give written notice to the Trustee of the occurrence of an event of default and of our election to cause your Home to be sold . The Trustee shall record a potice of sale in the county in which your Home is located and shall mail copies of such notice in the manner prescribed by applicable law to you and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law and after any required publication and posting of the notice of sale, the Trustee, without demand on you, shall sell your Home at public auction to the highest bidder for cash at the time and place I designated in the notice of sales The Trustees may postpore sale of your Home by public announcement at the time and place of any previously scheduled sale;) We or our designce may purchase your Home at any sale and shall have the benefit of any law, to the extent applicable, permitting credit bids. The Trustee shall deliver a Trustee's deed to the purchaser conveying your Home so sold 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. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of evidence of title; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the clerk of the superior court of the county in which the sale took place. We can also commence an action to judicially foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property.

15. YOUR RIGHT TO REINSTATE. If you meet certain conditions, you will have the right to reinstate this Deed of Trust and have any proceedings begun by us to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before the date of sale by the Trustee, or (ii) the entry of a judgment enforcing this Deed of Trust. These conditions for reinstatement are that you: (a) pay us all sums which would then be due under the CustomLine Agreement and this Deed of Trust had no acceleration occurred; (b) cure any default of your other obligations or agreements in this Deed of Trust: and (c) pay all costs and expenses actually incurred by us in enforcing this Deed of Trust, including, but not limited to, reasonable Trustee's fees and attorneys' fees, to the extent permitted by applicable law. Upon reinstatement by you, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this reinstatement right shall not apply in the case of acceleration resulting from the sale or transfer of your Home.

16. RELEASE. This Deed of Trust will not be released until: (a) the CustomLine Agreement is terminated; (b) all sums due under the CustomLine Agreement have been paid in full; and (c) all other obligations secured by this Deed of Trust have been fully performed. Upon satisfaction of these conditions, this Deed of Trust shall be released. To the extent permitted by applicable law, the Trustee may charge a reasonable reconveyance fee for the release or reconveyance of this Deed of Trust.

Aut 117. SUBSTITUTE, TRUSTEE, We may for any reason or cause, from time to time tempts, the Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. A Notice of Substitution of Trustee shall be executed and recorded in accordance with applicable law. Trustee in constructions of trustee to any trustee to any Trustee appointed under this Deed of Trust. A Notice of Substitution of Trustee shall be executed and recorded in accordance with applicable law. Trustee in constructions of trustee to any trustee appointed under this Deed of Trust. A Notice of Substitution of Trustee shall be executed and recorded in accordance with applicable law. Trustee in constructions of trustee to any trustee

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When recorded mail to:

demand or obligation secured by this Deed of Trust. Additionally, you hereby release and waive all rights and benefits of the homestead exemption laws of the State of Oregon.

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20. MODIFICATION. Without affecting your liability for payment of the indebtedness secured by this Deed of Trust or the lien of this Deed of Trust, we, or the Trustee if so requested by you, may, from time to time, do the following: (a) extend the time and alter terms of payment of any amounts due to us; (b) accept additional security; (c) substitute or release all or part of any property securing the indebtedness; (d) reconvey any part of your Home; (e) consent to the making of any map or plat; (f) join in granting any easement or in any extension agreement granting any easement or any agreement subordinating the lien or encumbrance of this Deed of Trust.

21. NO WAIVER. Any forbearance by us in exercising any right or remedy under this Deed of Trust or otherwise provided by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy.

22. SUCCESSORS AND ASSIGNS: JOINT AND SEVERAL. This Deed of Trust shall be binding upon, and shall inure to the benefit of, the respective heirs, personal representatives, successors and assigns of you and us. All of your obligations and agreements in this Deed of Trust are joint and several.

23. NOTICE. Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be given by delivering or mailing such notice by first class mail addressed to you or us, as the case may be, at the address stated above or at such other address as may be designated by notice as provided in this paragraph.

24. SEVERABILITY. In the event that any provision of this Deed of Trust or the CustomLine Agreement conflicts with applicable law, then such conflict shall not affect other provisions of this Deed of Trust or the CustomLine Agreement which can be given effect without the conflicting provision.

25. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Oregon and by federal law.

26. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER LENDER IN POSSESSION. As additional security, you hereby assign to us the rents of the property, provided that you shall prior to acceleration or abandonment of the property under this Deed of Trust have the right to collect and retain such rents as they become due and payable. Upon acceleration or abandonment of the property, Lender, in person by agent or by judicially appointed receiver shall be entitled to enter upon, take possession and manage the property and to collect the rents of the property including those past due. All rents collected by Lender or the receiver shall be applied first to the payment of the cost of management of the property and the collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds, reasonable attorney's fees and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

THIS INSTRUMENT WILL NOT ALLOW FOR THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLAN-NING DEPARTMENT TO VERIFY IMPROVED USES.

-Borrower -	Cula Carla Curlo
-Borrower Robert S. Cudo	Borrower Arlys Carla Cudo
Borrower	Borrower
STATE OF OREGON	County ss:
On this 22 md	는 것은 전화가입을 수 있는 것을 가려면 것을 알려야 하는 것 같아. 가지 것 같아. 가지 않는 것 같아. 가지 않 것 같아. 가지 않는 것 않 않는 것 같아. 가지 않는 것 않는 것 않는 것 않는 것 같아. 가지 않는 것 않는 것 것 같아. 가지 않는 것 같아. 가지 않는 것 같아. 가지 않는 것 같아. 가지 않는 것 같아. 것 같아. 가지 않는 것 같아. 가지 않는 것 같아. 가지 않는 것 않는
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TE OF OREGON: COUNTY OF KLAMATH:	
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A:D., 19at of <u>Mortgages</u>	o'clock ^A M., and duly recorded in Vol M91
전화 전 문화 방송 전상을 했다. 이 것은 것 것은 것을 알려졌다.	on Page <u>7738</u>
\$18.00	Evelyn Biehn County Clerk By Survethe Hollsch

WHITE: Loan File (PUPO7YD)