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whose address is 438 FULTON ST KLAMATH FALLS OK 976012463

and and BANK OF AMERICA OREGON, Benef ciary, at its above named address.

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WHEREAS Grantor has entered into an acreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount outstanding at any point in time of the thousand two hundred do lars and no cents

Trustee.

(\$ 21,200.00) Dollars which indebtedness is evidenced by Grantor's Agreement and Disclosure Statement Equity Maximizer (R) Home Equity Line of Credit signed on June 6 , 1996 , (herein "Agreement"). The Agreement is incorporated herein by reference as though fully set forth

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Agreement, together with all renewals, modifications, or extensions thereof, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, together with interest thereon at such rate as may be agreed upon, grantor does hereby irrevocably grant; birgain, sell and convey to the Trustee in Trust, with the power of sale, the following described property in ______

Property Tax ID# _299938 The Southwesterly 28 Feet Of Lot 30 And All Of Lot 31, Except The Southwesterly 20 Feet Thereof In The West Park Addition To The City Of Klamath Falls, In The County Of Klamuth, State Of Oregon.

together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof; it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that f om time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist; and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

MATURITY DATE: The term of the Agreement commences on the date this Deed of Trust is executed and shall end if not paid sooner on 5/17/2021

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The interest rate on Grantor's indebtedness under the Agreement may vary from time-to-time in accordar ce with such rate or rates, as described in the Agreement.

To protect the security of this Deed of Trust; Grantor coven ants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promotly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

encumbrances, impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

purchaser at the foreclosure sale. 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred, including attorney fees assessed at trial or on appeal.

6. Grantor shall not, without Beneficiary's prior written consent; grant or allow any further encumbrances or liens, voluntary or involuntary, against

7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or Deed of Trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so. the property.

8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against, the property hareinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate their applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust. indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

Is not out, if Adrice Profiles and property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the policy of the property is the entire and the property is the policy of the policy of the policy of the policy of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

3. The Trustee shall reconvey all or any part of the property covered by this Dead of Trust to the person entitled thereto.
4. Ugon the Beneficiary, or upon sall faction of the obligations secured and written request for reconveyance made by the Beneficiary or the sale as follows: (1) to the expenses of sale, including a reasonable Trust. The the sale as follows: (1) to the expenses of sale, including a reasonable Trust. The the sale as follows: (1) to the expenses of sale, including a reasonable Trust. The second of the sale as follows: (1) to the expenses of sale, including a reasonable Trust. The the function of the sale as follows: (1) to the expenses of sale, including a reasonable Trust. The the function of the sale as follows: (1) to the expenses of sale, including a reasonable Trust. The the function of the sale as follows: (1) to the obligations secure as the sale as follows: (1) to the expenses of sale. Trustee and the trust Deed or the trust Deed or the successor in fineset of the gradient of the dense of the dense of the sale as follows: (1) to the optimises of the gradient of the sale as follows: (1) the sale work of the dense of the dense of sale or the trust of the Securition of this Deed of Trust, and such as the may have acquired thereafter. Trustees Deed shall necite the facts showing that this sale was conducted in compliance with all the requirements of law and of this Deed of Trust. The conditions for reinstate this Deed of Trust and have any proceedings begun by the Beneficiary to enforce this Deed of Trust. The conditions for reinstate ment was of the oscillate of trust, and acceleration on courred. (b) guards and at the sale as followed the sale as (1) the dense of the dense of trust and the obligations secured they applicate have. The sale sale of the trust are of the dense of the dense of trust and the obligation as each or acceleration on courred. (b) the first and y before the date of trust, and trustee, and upon the dease and attomery fees, to the acceleration occurred. (b

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 SIG VING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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	is/are the individual(s) who signed this instrument in my
presence and acknowledged it to be (his/her/th in) free and volu	ntary act for the uses and purposes mentioned in the instrument.
Dated: Ule Ple	A CANTOPULAL COR THE STATE OF OREGON
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Filed for record at request ofAspen-Titl	e & Escrow the 7th day

June A.D.: 19-90 at of on Page 16777 of <u>Mortgages</u> Bernetha G. Letsch, County Clerk र्वत्रेष्ठाः अवस्यवेषे <u>ب بر</u> Bv \$15.00 FEE

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby; and to reconvey, without warrant y, all the estate now hold by you under this Deed of Trust to the person or persons legally entitled thereto. energi i vici talere e energi To Trustee: đ. unitari (nem dali (Cr) (Castalia) Galagia da managia (Castalia) L jold hill 11000 was the de Seco 被转回法 hein the industry of the same

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