

Account Number: 1072586
 ACAPS Number: 970361320310
 Date Printed: 2/25/1997
 Reconveyance Fee: \$0.00
 OPTION 15
 97 FEB 27 AM 149
 1st DOT

WHEN RECORDED MAIL TO:

Bank Of America

Northwest Regional Loan Service Center

P.O. Box 3828

Seattle, WA 98124-3828

ATC: 24045851

RESERVED FOR AUDITOR'S USE ONLY.

PERSONAL LINE OF CREDIT
TRUST DEED

THIS DEED OF TRUST is made this 26 day of February, 1997, between
Westley J. Motschenbacher And Charlotte J. Motschenbacher, As Tenants By The Entirety

whose address is: 13847 KENO TERRACE DR KLAMATH FALLS OR 97601

and ASPEN TITLE & ESCROW, INC

and Bank Of America N T & S A, Beneficiary, at its above named address.

WHEREAS Grantor has entered into an agreement 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:
 ten thousand dollars and no cents

(\$ 10,000.00) Dollars which indebtedness is evidenced by Grantor's Agreement and Disclosure Statement Equity Maximizer (R) Home Equity Line of Credit signed on Feb. 26, 1997, (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, bargain, sell and convey to the Trustee in Trust, with the power of sale, the following described property in

Klamath

County, State of Oregon:

Property Tax ID# R501889

See Legal Description Attached Hereto And Made A Part Thereof.

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 from 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 2/25/2022

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 accordance with such rate or rates, as described in the Agreement.

To protect the security of this Deed of Trust, Grantor covenants 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 promptly 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.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or 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.
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 the property.
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.
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 hereinabove 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 then 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.

EXHIBIT "A"

A parcel of land in the SW 1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a 1/2" iron pin, said pin being of the West line of said Section 32, 1152.09 feet, more or less, South from the West quarter corner of said Section 32; thence due East 290 feet to a point; thence due South 02 degrees 00' 07" East, 184.53 feet to a point; thence North 89 degrees 50' 15" West, 290 feet to a brass monument; thence North 02 degrees 00' 07" West, 184.53 feet to the point of beginning.

CODE 21 MAP 3908-32CO TL 300

HERE: W J M

INITIAL HERE: cjm

STATE OF OREGON : COUNTY OF KLAMATH: ss.
 Filed for record at request of Aspen Title & Escrow the 27th day
 of February A.D. 19 97 at 11:49 o'clock A. M., and duly recorded in Vol. M97
 of Mortgages on Page 5840
 by Bernetha G. Letsch, County Clerk
Kathleen Ross
 FEE \$20.00