

SLIP 74907

ASPEN 04049086

Vol. 149 Page 5811

Account Number:	502 1615840	6999
ACAPS Number:	090181730550	OPTION 15
Date Printed:	2/16/1999	
Reconveyance Fee	\$0.00	1st DOT

99 FEB 19 P2:05

WHEN RECORDED MAIL TO:

Bank of America

Northwest Regional Loan Service Center

P.O. Box 3828

Seattle, WA 98124-3828

RESERVED FOR AUDITOR'S USE ONLY.

PERSONAL LINE OF CREDIT
TRUST DEED

THIS DEED OF TRUST is made this 17th day of February, 1999, between
Bobby G. Dearing And Margaret E. Dearing, As Tenants By The Entirety

whose address is 27449 ROCKY POINT RD KLAMATH FALLS OR 97601 Grantor,
and Aspen Title & Escrow Trustee,
and Bank of America NT&SA 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:
thirty five thousand dollars and no cents

(\$ 35,000.00) Dollars which indebtedness is evidenced by Grantor's Agreement and Disclosure Statement
Equity Maximizer (R) Home Equity Line of Credit signed on Feb 17, 1999 (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# 307448 And 785617

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 2/16/2024.

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.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the 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 obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part 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.
4. Upon the occurrence of an Event of Default as defined below, all sums secured hereby shall immediately become due and payable. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Laws of the State of Oregon, at public auction to the highest bidder. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) To all persons having recorded liens subsequent to the interest of the Trustee and the Trust Deed as their interest may appear in the order of their priority; (4) A surplus, if any, to the Grantor or the Trust Deed or to the successor in interest of the grantor entitled to such surplus.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
6. Reinstatement: the Grantor shall have the right to reinstate this Deed of Trust and have any proceedings begun by the Beneficiary to enforce this Deed of Trust discontinued at any time prior to the earlier to occur (1) the fifth day before the date of sale by the Trustee, or (2) the entry of a judgment Foreclosing this Deed of Trust. The conditions for reinstatement are that: (a) the Grantor pays off sums, which would then be due under the Agreement and this Deed of Trust had no acceleration occurred; (b) cure any default of Grantor's other obligations or agreements in this Deed of Trust; (c) pay all costs and expenses actually incurred by Bank Beneficiary in enforcing this Deed of Trust, including, but not limited to reasonable trustee's fees and attorney's fees, to the extent permitted by applicable law. Upon reinstatement this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, the reinstatement right shall not apply in the case of acceleration resulting from the sale or transfer of Grantor's property.
7. The power of sale conferred by this Deed of Trust and by the Trust Deed Statutes of the State of Oregon is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
8. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
9. Each of the following, at the option of Beneficiary, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Beneficiary's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.
10. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby. This Deed of Trust has been delivered to Beneficiary and accepted by Beneficiary in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.
11. Any Grantor who is not a borrower under the Agreement shall not be personally liable for the obligations under the Agreement and is only signing this Deed of Trust to grant and convey your interest in the real property identified herein and agrees that Beneficiary and any borrower under the Agreement may extend, modify, forbear, or make any other arrangements relating to the Agreement or Deed of Trust without your consent and without releasing you from this Deed of Trust, its extension or modification.
12. To the fullest extent permitted by law Grantor waives any right to plead any statute of limitations as a defense to any obligation secured hereby and Grantor releases and waives all rights and benefits of the homestead exemption laws of the State where the property is located.

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 PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Bobby G. Dearing
Bobby G. Dearing

Margaret E. Dearing
Margaret E. Dearing

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF OREGON)
County of KLAMATH) ss.

I certify that I know or have satisfactory evidence that Bobby G. Dearing and Margaret E. Dearing is/are the individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: FEB 12 1999



Paul Breckner
(NOTARY PUBLIC FOR THE STATE OF OREGON)
My appointment expires _____

STATE OF OREGON)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the _____ of _____ (ENTITY) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ (NOTARY PUBLIC FOR THE STATE OF OREGON)
My appointment expires _____

REQUEST FOR RECONVEYANCE

To Trustee:
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 warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____ Send Reconveyance To: _____

SW 1/4 NW 1/4 of Section 2, township 36 South, Range 6 East of the Willamette Meridian in the County of Klamath, State of Oregon.

Tax Acct. No.: 008 - 3606-00200-00200 Key No.: 307448

ALSO, a piece or parcel of land situate in the NW 1/4 NW 1/4 of Section 2, Township 36 South, Range 6 East of the Willamette Meridian, on the Westerly bank of Recreation Creek in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the West boundary of Section 2, Township 36 South, Range 6 East of the Willamette Meridian from which the monument marking the Northwest corner of said Section 2 bears North 0 degrees 17' West 1342.04 feet distant; thence East 180 feet, more or less, to the Westerly bank of Recreation Creek; thence Northeasterly along the Westerly bank of Recreation Creek 42 feet, more or less, to a point; thence North 45 degrees West 77 feet, more or less, to a point; thence West 165 feet, more or less, to a point on the West boundary of Section 2, Township 36 South, Range 6 East of the Willamette Meridian; thence South 0 degrees 17' East along the West boundary of said Section 2, 76.96 feet, more or less, to the point of beginning.

TOGETHER WITH the following described easement:

Together with the right of access over and across a 20.0 foot wide strip of land whose centerline bears as follows:

Beginning at a point on the Easterly right-of-way line of State Secondary Highway No. 421 from which the monument marking the Northwest corner of Section 2, Township 36 South, Range 6 East of the Willamette Meridian bears North 3 degrees 45' 55" West 1121.78 feet distant; thence South 73 degrees 40' 55" East 123.0 feet to a point; thence South 23 degrees 00' East 62.0 feet to a point; thence South 30 degrees 00' West 72.0 feet, more or less, to a point on the Northerly boundary of the above-described parcel; together with the right to construct, reconstruct, operate, and maintain a roadway over and across the above-described 20 foot wide strip of land.

INITIAL HERE: B.L.D.

INITIAL HERE: M.E.D.

STATE OF OREGON COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 19th day of February A.D. 1999 at 2:05 o'clock P. M., and duly recorded in Vol. M99 of Mortgages on Page 5811

Linda Smith, County Clerk

FEE \$20.00

by Kathleen Ross

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

USE BLACK INK ONLY

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

STATE FILE NUMBER		1A. NAME OF DECEDENT—FIRST (GIVEN)		1B. MIDDLE	1C. LAST (FAMILY)	2A. DATE OF DEATH—MO. DAY, YR.		2B. HOUR	3. SEX
		Rose		Marie	Stewart	07/19/1993		1253	F
4. RACE		5. HISPANIC—SPECIFY		6. DATE OF BIRTH—MO. DAY, YR.		7. AGE IN YEARS		IF UNDER 1 YEAR MONTHS DAYS HOURS MINUTES	
Caucasian		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		09/29/1927		65			
8. STATE OF BIRTH		9. CITIZEN OF WHAT COUNTRY		10A. FULL NAME OF FATHER		10B. STATE OF BIRTH		11A. FULL MAIDEN NAME OF MOTHER	
PA		USA		Joseph Salvatore		Italy		Mary Mattaroclica	
12. MILITARY SERVICE		13. SOCIAL SECURITY NO.		14. MARITAL STATUS		15. NAME OF SURVIVING SPOUSE OF WIFE, ENTER MAJOR NAME			
19 To 19 <input checked="" type="checkbox"/> NONE		200-20-4946		Married		Bruce C. Stewart			
16A. USUAL OCCUPATION		16B. USUAL KIND OF BUSINESS OR INDUSTRY		16C. USUAL EMPLOYER		16D. YEARS IN OCCUPATION		17. EDUCATION—YEARS COMPLETED	
Blue Print Clerk		Aerospace		McDonnell Douglas		37		11	
18A. RESIDENCE—STREET AND NUMBER OR LOCATION		18B. CITY		18C. ZIP CODE					
1337 Limonite St.		Hemet		92543					
18D. COUNTY		18E. NUMBER OF YEARS IN THIS COUNTY		18F. STATE OR FOREIGN COUNTRY		20. NAME, RELATIONSHIP, MAILING ADDRESS AND ZIP CODE OF INFORMANT			
Riverside		4		CA		Bruce C. Stewart - Husband			
19A. PLACE OF DEATH		19B. IF HOSPITAL, SPECIFY ONE IN BLDG OR DOA		19C. COUNTY		20. NAME, RELATIONSHIP, MAILING ADDRESS AND ZIP CODE OF INFORMANT			
Hemet Valley Medical Center		Hemet		Riverside		Hemet, CA 92543			
19D. STREET ADDRESS—STREET AND NUMBER OR LOCATION		19E. CITY		21. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)		22. WAS DEATH REFERRED TO CORONER? REFERRAL NUMBER			
1117 E. Devonshire		Hemet				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
21. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)		22. WAS DEATH REFERRED TO CORONER? REFERRAL NUMBER		23. WAS EXPOST PERFORMED		24A. WAS AUTOPSY PERFORMED			
(A) Acute Cardio Respiratory Arrest		HRS		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DUE TO (B) Acute Cerebrovascular Accident		HRS		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		24B. WAS IT USED IN DETERMINING CAUSE OF DEATH			
DUE TO (C) Arteriosclerotic Vascular Disease		HRS		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
25. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 21		26. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 21 OR 25. IF YES, LIST TYPE OF OPERATION AND DATE		No					
Arteriosclerotic Cardiovascular Disease									
27A. DECEDENT ATTENDED SINCE MONTH, DAY, YEAR		27B. DECEDENT LAST SEEN ALIVE MONTH, DAY, YEAR		27C. SIGNATURE AND DEGREE OR TITLE OF CERTIFIER		27D. CERTIFIER'S LICENSE NUMBER		27E. DATE SIGNED	
07/17/1993		07/19/1993		John Harsany Jr.		G24239		07/20/93	
27F. TYPE ATTENDING PHYSICIAN'S NAME AND ADDRESS		28A. SIGNATURE AND TITLE OF CORONER OR DEPUTY CORONER		28B. DATE SIGNED					
John Harsany Jr., MD 255 N. Gilbert, Hemet, CA 92543									
29. MANNER OF DEATH—Specify one: natural, accident, suicide, homicide, pending investigation or could not be determined		30A. PLACE OF INJURY		30B. INJURY AT WORK		30C. DATE OF INJURY MONTH, DAY, YEAR		31. HOUR	
				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
32. LOCATION (STREET AND NUMBER OR LOCATION AND CITY)		33. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)							
34A. DISPOSITION(S)		34B. PLACE OF FINAL DISPOSITION—NAME AND ADDRESS		34C. DATE MO. DAY, YR.		34D. SIGNATURE OF EMBALMER		34E. LICENSE NO.	
BU		San Jacinto Valley Cemetery 2555 S. Santa Fe, San Jacinto, CA		07/22/1993		Dave Van Buren		6379	
35A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)		35B. LICENSE NO.		37. SIGNATURE OF LOCAL REGISTRAR		38. REGISTRATION DATE			
Miller Jones Mortuary & Crematory		1286		Bradley P. Silbert M.D.		07/21/1993			
A.		B.		C.		D.		E.	

VS-11 (REV. 7-92)

MAKE NO ERASURES, WHITEOUTS, OR OTHER ALTERATIONS

413610

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

CERTIFIED COPY OF VITAL RECORDS

DATE ISSUED JUL 26 1993

This is a true and exact reproduction of the document officially registered and placed on file in the office of County of Riverside, Department of Health.

Bradley P. Silbert M.D.
Director, Health Services

Local Registrar
RIVERSIDE COUNTY, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

STATE OF OREGON, COUNTY OF KLAMATH:

Filed for record at request of Aspen Title & Escrow the 19th day
of February A.D., 1999 at 2:05 o'clock P. M., and duly recorded in Vol M99
of Deeds on Page 5814

Linda Smith, County Clerk

FEE \$10.00

by Kathleen Ross