Todd W, Fritch And Carol L. Fritch, As Tenants By The Entirety whose address is 2821 ORINDALE ROAD KLAMATH FALLS OR 97601 Grantor, Aspen Title & Escrow Inc. and Trustee, and Bank of America NT&SA , Beneficiary, at its above named address. WHEREAS Granfor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reportowing, up to a total amount outstanding at any point in time of: nineteen thousand dollars and no cents (\$ 19,000.00) Dollars which indebtedness is evidenced by Crentor's Agreement and Disclosure Equity Maximizer (R) Home Equity Line of Credit signed on April 20, 1999, (herein "Agreement"). The Agreement is incorpor , (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 To second to beneficiary the repayment of the indeptedness evidenced by the Agreement, together with all renewals, modifications, or extensions thereof, with interest thereof, with interest thereof, 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: See Legal Description Attached Hereto And Made A Part Thereof. Property Tax ID# 3908-12a9-2600

This instrument is being recorded as an accommodation only, and has not been exemined as to valle by, sufficiency or effect it may have upon the horein described supporty.

together with all tenements, hereditaments, and appurtenances now or hereafter thereumanness in the 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.

Y DATE: The term of the Agreement commences on the date this Deed of Trust is executed and shall end if not paid sooner on

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. Free Serve

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- _3 (33 m) (1) HE 180348 3 m 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 camaged or destroyed; and to comply with all laws, ordinances, regulations, covariants, 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 ioss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected inder 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. BRUSIES.
- 7. To promptly and fully perform all of the obligations of the mortgagor or granter 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 coverants herein comained, 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 same and all such payments with interest as above provided shall from the date of payment, and all such payments with interest as above provided shall from the date of payment and all such payments with interest as above provided shall from the date of payment and all such payments with interest as above provided shall from the date of payment and all such payments with interest as above provided shall from the date of payment and all such payments with interest as above provided shall from the date of payment and all such payments with interest as above provided in the date of payments. 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.

14716

A portion of the NE 1/4 NE 1/4 of Section 12, Township 39 South, Range 8 East of the Willamatte Meridian, in the County of Blamath, State of Oregon, described as follows:

Beginning at a point at the Southwest corner of said NE 1/4 NE 1/4; thence East a distance of 30 feet; thence Morth along the Easterly right of way of a 60 foot road a distance of 165 foot to the true point of beginning; thence continuing North along said Easterly right of way a distance of 495 feet; thence East a distance of 234 feet; thence South parallel to said road right of way a distance of 495 feet; more or less, to the Northeast carner of property described in Deed Volume 93 at Page 138. Deed Records of Elamath County, Oragon; thence West along the North line of said property described in Deed Volume 93 at Page 130. Deed Records of Elamath County, Oragon, to the point of beginning.

SUS.

STATE OF OREGON: COUNTY OF	KLAMATH: ss.		
Filed for record at request of	Aspen Title		
of April Al	D., 1999 at 3:41	o'clock P M., and duly recorded in Vol. M99	1
of	Mortgages	on Page 14715	
		Linda Smith, County Clerk	
FEE \$20.00		by DALLA MILLER ALLA	