502 1557602 ount Number -6909 Vol M99 Page **ACAPS Number:** 991551150000 **OPTION 15** Date Printed: 6/29/1999

26490

WHEN RECORDED MAIL TO:

Reconveyance Fee \$0.00

Bank of America

Northwest Regional Loan Service Center

P.O. Box 3828

Seattle, WA 98124-3828

AMT 48433

RESERVED FOR AUDITOR'S USE ONLY

PERSONAL LINE OF CREDIT TRUST DEED

	COOTENAI STREET CHILOQUIN OR 97	7639 Grantor,
and		Amerititle
and	Bank of America NT&SA	. Beneficiary, at its above named address.
fiffy thousand dollars and	I no cents	er which Beneficiary agrees to lend to the Grantor from time to time, subject to int in time of:
(\$ 50,000,00 Equity Maximizer (R) Home by reference as though fully) Doffers which tracks	evidenced by Grantor's Agreement and Disclosure Statement (1), 1959 (herein "Agreement"). The Agreement is incorporated herein
by reference as though fully TO SECURE to Beneficiary thereof, with interest there- performance of the covers) Dollars which indebtedness is Equity Line of Credit signed on June 3 set forth. the repayment of the indebtedness evidence on, the payment of other sums, with interestings and arresment of Course with interestings and	ed by the Agreement, together with all renewals, modifications, or extensions of the educations, advanced to protect the security of this Deed of Trust, and the
by reference as though fully TO SECURE to Beneficiary thereof, with interest there- performance of the covers) Dollars which indebtedness is Equity Line of Credit signed on June 3 set forth. the repayment of the indebtedness evidence on, the payment of other sums, with interestants and agreements of Grantor herein contrably grant, bargain, sell and convey to the Tru	evidenced by Grantor's Agreement and Disclosure Statement (1), 1979, (herein "Agreement"). The Agreement is incorporated herein ed by the Agreement, together with all renewals, modifications, or extensions at thereon, advanced to protect the security of this Deed of Trust, and the tained, together with interest thereon at such rate as may be agreed upon, ustee in Trust, with the power of sale, the following described property in Property Tax ID# 361 (0)7hot)27(X)

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 6/29/2024

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 definquent 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
- 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.
- 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 Emitation 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 8. Should Grantor tail 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.

person entitled thereto. 4. Upon the occurence 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 self 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 of the Trust Deed or to the successor

attorney's feet. (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 rot 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 evinence 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 and this Deed of Trust 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 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 m

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 seculed hereby, whether or not named as Beneficiary herein.

11. Applicable Law. 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.

12. 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, forebear, 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.

13. 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. Dona J. Burdick Mit K. Burdeck Donna J. Burdick, Trustee of the Elliot D. and Donna J. Burdick Revocable Living Trust, Dated January 15, lest & Burdick TRASTER Elliot D. Burdick, Trustee of the Elliot D. and Donna J. Burdick Revocable Living Trust, Dated January 15, 1992 ACKNOWLEDGMENT BY INDIVIDUAL STATE OF OREGON County o: Klamath, I certify that I know or have satisfactory evidence that Elliot D. Burdick and Donna J. Burdick 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 INSTARY PUBLIC FOR THE STATE OF ORE OFFICIAL SEAL ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY STATE OF OREGON County of Kawath Elliot D. Burdick I certify that I know or have satisfactory evidence that Donna J. Burdick 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 the Elliot Doand Donna J. Burdiek Revocable Living Trustees in the instrument. OFFICIAL SEAL
ANN SELVERA
NOTARY PUBLIC-OREGON
ONLINSSION NO. 306800
AVCOMMISSION DOWNES DEC. 9, 2001 By appointment expires

REQUEST FOR RECONVEYANCE

To Trustee:

Dated:

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.

WHOM NOW IS NOT U	State of Oregon, County of Klamath Send Reconveyance To: Recorded 7/01/99, at 341 pm.	
	In Vol. M99 Pag	3e <u> - 26 496 </u>
	Linda Smith,	
	County Clerk	Fee\$ 15 KR