

03 NOV 10 PM 3:21

NJZ-68577

Vol M03 Page 83498

State of Oregon, County of Klamath  
Recorded 11/10/03 3:21 p- m  
Vol M03 Pg 83498-83505  
Linda Smith, County Clerk  
Fee \$ 56.00 # of Pgs 8

Until a change is requested all tax statements shall be sent to the following address.

ROBERT F BOHNEN  
1441 WILD PLUM CT  
KLAMATH FALLS, OR 97601

WHEN RECORDED MAIL TO:  
Jane Doonan

MSN SV-79 / DOCUMENT CONTROL DEPT.  
P.O. BOX 10288  
VAN NUYS, CALIFORNIA 91410-0288

DOC ID #: 0003990436465209

ESCROW/CLOSING #: 39904364

Tax Account Number  
3808025DA04300000

SPACE ABOVE FOR RECORDERS USE

Prepared by: S. JACKSON

**TRUST DEED**  
(LINE OF CREDIT TRUST DEED)

THIS TRUST DEED, dated October 20, 2003, is between  
ROBERT F BOHNEN, AND MOLLYN V BOHNEN, TRUSTEES OF THE ROBERT F. AND MOLLYN  
V. BOHNEN REVOCABLE TRUST DATED OCTOBER 4, 1996

residing at  
1441 WILD PLUM CT, KLAMATH FALLS, OR 97601  
the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and  
FIDELITY NATIONAL TITLE INSURANCE  
as trustee and hereinafter referred to as the "Trustee," with an address at  
P.O. BOX 32695 PHOENIX, AZ 85064-  
for the benefit of  
MBNA America (Delaware), N.A.  
with an address at  
1100 North King Street, Wilmington, DE 19884-1112  
and hereinafter referred to as "you" or the "Beneficiary."

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the  
premises located at:  
1441 WILD PLUM CT, KLAMATH FALLS

KLAMATH, Oregon 97601  
County ZIP  
and further described as:

Street, Municipality  
(the "Premises").

HELOC - Mortgage  
204791OR (03/01)

Page 1 of 4

Initials: JB AB

\*23991\*

\*039904364000002C479\*

50.0 am

LOT 9 OF TRACT NO. 1173, BEING A SUBDIVISION OF LOT 1, BLOCK 10,  
LYNNEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE  
OF THE COUNTY CLERK OF KLAMATH COUNTY OREGON.  
TAX ACCOUNT NO.: 3808-025DA-04300-000 KEY NO.: 424794

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

**TERM:** The maximum term of the Note is 30 years, including any renewals or extensions thereof.

**LOAN:** The Trust Deed will secure your loan in the principal amount of \$ 47,392.00 or so much thereof as may be advanced and readvanced from time to time to  
ROBERT F BOHNEN  
MOLLYN V BOHNEN

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated 10/20/2003, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Trust Deed will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Trust Deed, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Trust Deed entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

**OWNERSHIP:** We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

**BORROWER'S IMPORTANT OBLIGATIONS:**

(a) **PAYMENT AND PERFORMANCE:** We will pay to you all amounts secured by this Trust Deed as they become due, and shall strictly perform our obligations.

(b) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(c) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. (We will not conduct or permit any nuisance or waste on or to the Premises.) We will not use the Premises illegally. If this Trust Deed is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(d) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Trust Deed, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Trust Deed or Deed of Trust.

(f) **GOVERNMENTAL REQUIREMENTS:** We will comply with all laws, ordinances and regulations applicable to the use or occupancy of the Premises.

(g) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(h) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Trust Deed, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Trust Deed secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Trust Deed. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Trust Deed or Deeds of Trust.

(i) **PRIOR TRUST DEED OR DEED OF TRUST:** If the provisions of this paragraph are completed, this Trust Deed is subject and subordinate to a Prior Trust Deed dated 06/14/1991 and given by us for the benefit of  
**WELLS FARGO MORTGAGE**

as beneficiary, in the original amount of \$ 145,000.00 (the "Prior Trust Deed or Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

(j) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(k) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(l) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Trust Deed may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Trust Deed without losing your rights in the Premises.

**DEFAULT:** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, the Trustee may foreclose upon this Trust Deed by notice and sale or you may foreclose judicially, in either case in accordance with and to the extent provided by law. You may bid at any public sale on all or any portion of the property. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees (whether or not there is a judicial proceeding) and costs of documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Trust Deed and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Trust Deed. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Trust Deed will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Trust Deed is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Trust Deed, and provided any obligation to make further advances under the Note has terminated, this Trust Deed and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Trust Deed shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

**MBNA America (Delaware), N.A.**  
**1100 North King Street, Wilmington, DE 19884-1112**

or to such other address as you may designate by notice to us. Any notice provided for in this Trust Deed shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Trust Deed and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Trust Deed without charge to us, except that we shall pay any fees for recording of a reconveyance of this Trust Deed.

**SEVERABILITY:** If any provision in this Trust Deed is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**GENERAL:** You (or the Trustee) can waive or delay enforcing any of your rights under this Trust Deed without losing them. Any waiver by you of any provisions of this Trust Deed will not be a waiver of that or any other provision on any other occasion.

**SUBSTITUTE TRUSTEE:** Beneficiary may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Beneficiary and recorded in the county in which this Trust Deed is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

**MERGER:** There shall be no merger of the interest or estate created by this Trust Deed with any other estate or interest in the Premises at any time held by you or for your benefit without your written consent.

THIS TRUST DEED has been signed by each of us under seal on the date first above written.

Trustee

(SEAL)

"Robert F. Bohnen, individually and as trustee of the Robert F. and Mollyn V. Bohnen Revocable Trust under trust instrument dated October 4, 1996, for the benefit of Robert F. and Mollyn V. Bohnen"

(SEAL)

"Mollyn V. Bohnen, individually and as trustee of the Robert F. and Mollyn V. Bohnen Revocable Trust under trust instrument dated October 4, 1996, for the benefit of Robert F. and Mollyn V. Bohnen"

STATE OF OREGON, KLAMATH

County as:

On this 20th day of OCTOBER, 2003, personally appeared the above named

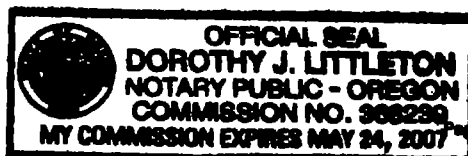
ROBERT F. BOHNEN AND MOLLYN V. BOHNEN, TRUSTEE and acknowledged

the foregoing instrument to be THEIR voluntary act and deed.

Before me: DOROTHY J. LITTLETON

My Commission Expires: 5-24-07

(Official Seal)



Notary Public for Oregon

83502

[Space Above This Line For Recording Data]

## INTER VIVOS REVOCABLE TRUST RIDER

After Recording Return To:

JANE DOCMAN

MS SV-79 DOCUMENT PROCESSING

P.O.Box 10423

Van Nuys, CA 91410-0423

PARCEL ID #:

3808025DA04300000

Prepared By:

SHAWN JACKSON

39904364  
[Escrow/Closing #]

0003990436410003  
[Doc ID #]

### DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The Robert F. and Mollyn V. Bohnen Revocable Trust

Trust created under trust instrument dated October 4, 1996,  
ROBERT F. BOHNEN  
MOLLYN V. BOHNEN

, for the benefit of

(B) "Revocable Trust Trustee(s)."  
ROBERT F. BOHNEN

MOLLYN V. BOHNEN

trustee(s) of the Revocable Trust.

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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372R (9912).03 CHL (05/02)(d)

VMP MORTGAGE FORMS - (800)521-7291

Initials: *JB MB*

12/99



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\* 0 3 9 9 0 4 3 6 4 0 0 0 0 2 3 7 2 R \*

(C) "Revocable Trust Settlor (s)."  
 ROBERT F. BOHNEN  
 MOLLYN V. BOHNEN

settlor (s) of the Revocable Trust signing below.

(D) "Lender."  
 MBNA America (Delaware), N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:  
 1441 WILD PLUM CT  
 KLAMATH FALLS, OR 97601

[Property Address]

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this TWENTIETH day of OCTOBER, 2003, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

#### **A. INTER VIVOS REVOCABLE TRUST.**

##### **1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).**

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of \_\_\_\_\_; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of OREGON; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

##### **2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.**

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The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Revocable Trust.**

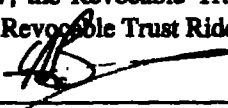
If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

83505

DOC ID #: 0003990436410003

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

  
\_\_\_\_\_  
ROBERT F. BOHNEN

Trustee of the Robert F. and Mollyn V. Bohnen Revocable Trust

Trust under trust instrument dated  
for the benefit of  
ROBERT F. BOHNEN

October 4, 1996, \_\_\_\_\_

  
\_\_\_\_\_  
MOLLYN V. BOHNEN

Trustee of the Robert F. and Mollyn V. Bohnen Revocable Trust

 - Borrower

Trust under trust instrument dated  
for the benefit of  
MOLLYN V. BOHNEN

October 4, 1996, \_\_\_\_\_

- Borrower