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 OBAR, PATRICIA
 DEED OF TRUST / MORTGAGE

00416010719524



OFFICIAL RECORDS OF
 PINAL COUNTY RECORDER
 LAURA DEAN-LYTTLE

WHEN RECORDED MAIL TO:
 JPMorgan Chase Bank, N.A.
 Retail Loan Servicing KY2-1606
 P.O. Box 11606
 Lexington, KY 40576-1606

DATE/TIME: 01/04/05 11:58
 FEE: \$19.00
 PAGES: 10
 FEE NUMBER: 2005-000880

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated December 13, 2004, among PATRICIA L OBAR, WHO ACQUIRED TITLE AS A MARRIED WOMAN, NOW UNMARRIED, AS HER SOLE AND SEPARATE PROPERTY, whose address is 2101 S MERIDIAN RD 29, APACHE JUNCTION, AZ 85220 ("Trustor"); JPMorgan Chase Bank, N.A., whose address is Home Equity and Consumer Lending Division, 1111 Polaris Parkway, Columbus, OH 43240 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JPMorgan Chase Bank, National Association, whose address is 1111 Polaris Parkway, Columbus, OH 43240 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water and water rights flowing through, and belonging or in anyway appertaining to the Real Property, and all of Trustor's water rights that are personal property under Arizona law, including without limitation all type 2 nonirrigation grandfathered rights (if applicable), all irrigation rights, all ditch rights, rights to irrigation district stock, all contracts for effluent, all contracts for Central Arizona Project water, and all other contractual rights to water, and together with all rights (but none of the duties) of Trustor as declarant under any presently recorded declaration of covenants, conditions and restrictions affecting real property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in PINAL County, State of Arizona:

LOT 29, OF MERIDIAN MANOR, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET B, SLIDE 127.

The Real Property or its address is commonly known as 2101 S MERIDIAN RD 29, APACHE JUNCTION, AZ 85220. The Real Property tax identification number is 102-50-02906.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all repairs,