

1999 DEC 21 PM 12: 55

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SHORT FORM LINE OF CREDIT DEED OF TRUST

6144011 8001
19993072200576

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is
11-29-1999 and the parties are as follows:
TRUSTOR ("Grantor"):
DOUGLAS KENT SMITH AND LINDA KAY SMITH, HUSBAND AND WIFE

whose address is:

36149 STASTNY RD MALIN, OR 97632

TRUSTEE: WELLS FARGO BANK (ARIZONA), N.A., 4832 East McDowell Rd., Phoenix, AZ 85008

BENEFICIARY ("Lender"): WELLS FARGO BANK, N.A.
18700 NW Walker Rd., Bldg. 9
Beaverton, OR 97006

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of KLAMATH, State of Oregon, described as follows:
SEE ATTACHED EXHIBIT A

with the address of 36149 STASTNY RD MALIN, OR 976329747

and parcel number of R 4113 00000 04300

, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. **MAXIMUM OBLIGATION AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$16,600.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 30 years from the date of the Secured Debt, or such lesser period as may be provided. The Secured Debt is a revolving line of credit.

EXHIBIT "A"**PARCEL 1:**

A PARCEL OF LAND SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING A PORTION OF GOVERNMENT LOT 3, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 41 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE 300 FEET EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1000 FEET TO A POINT; THENCE EAST 700 FEET PARALLEL TO THE NORTH LINE OF SAID LOT 3 TO A POINT; THENCE NORTH 1000 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3, THENCE 700 FEET WEST ALONG THE NORTH LINE OF SAID LOT 3 TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THE FOLLOWING APPURTENANT EASEMENT IS DESCRIBED IN DOCUMENT RECORDED SEPTEMBER 8, 1966 IN VOLUME M66, PAGE 8992, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, BEING A PORTION OF THE SW $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 41 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING IN THE NORTHWEST CORNER OF GOVERNMENT LOT 3 IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, THENCE 390 FEET EAST ALONG THE NORTH LINE OF SAID LOT 3 TO A POINT; THENCE SOUTH 1000 FEET TO THE TRUE POINT OF BEGINNING; THENCE $11^{\circ} 15'$ WEST OF SOUTH 454 FEET TO A POINT; THENCE 56° WEST OF SOUTH 363 FEET TO A POINT ON THE COUNTY ROAD ON THE WEST SIDE OF LOT 4, SECTION 18, TOWNSHIP 41 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN.

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4. **MASTER FORM LINE OF CREDIT DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Deed of Trust ("Master Form"), inclusive, dated **February 1, 1997** and recorded on February 10, 1997 as Instrument Number 32645 in Book M 97 at Page 4115 of the Official Records in the Office of the Recorder of KLAMATH County, State of Oregon, are hereby incorporated into, and shall govern, this Security Instrument.

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

Douglas Kent Smith _____ 12-1-99
Grantor Date

Linda Kay Smith _____ 12/1/99
Grantor Date

Grantor Date

Grantor Date

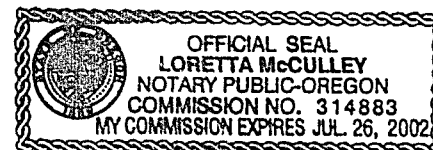
ACKNOWLEDGMENT:

(Individual)

STATE OF Oregon, COUNTY OF Klamath } ss.
This instrument was acknowledged before me on 12/1/99 by Douglas Kent Smith and Linda Kay Smith

Loretta McCulley
Signature of notarial officer

Notary
Title (and Rank)



My Commission expires: July 26, 2002

(Seal)

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ILLEGIBLE NOTARY SEAL DECLARATION

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Loretta McCulley

Date Commission Expires: July 26, 2002

Commission Number: 314883

Date and Place of Notary Execution: 12-1-99 Klamath County, OR

Date and Place of This Declaration: 12-3-99 Washington County, OR

Stavik
Signature

WELLS FARGO BANK, N.A.

State of Oregon, County of Klamath
Recorded 12/21/99, at 12:55 p.m.
In Vol. M99 Page 50046
Linda Smith,
County Clerk Fee \$ 25.00