

200 SEP 29 PM 2:43

**Recording Requested by:**

Wells Fargo Bank

**When Recorded Return to: Fidelity National LPS**

2520 N. Redhill Ave. Suite 120

Santa Ana, CA 92705

Code: WFD

State of Oregon

Space Above This Line For Recording Data

**SHORT FORM LINE OF CREDIT DEED OF TRUST**

6477429 8001

20002352400379

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is 09/13/2000 and the parties are as follows:

TRUSTOR ("Grantor"):

MARK WINTERS, HIS HEIRS, SUCCESSORS AND ASSIGNS FOREVER

whose address is:

PO BOX 8123 KLAMATH FALLS, OR 97602

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 1975 HURON ST KLAMATH FALLS, OR 97601  
and parcel number of R306118

, 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 \$54,500.00 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**

Acaps: 2000235400379

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

LOTS 5 AND 6 IN BLOCK 39 OF HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 6; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF PACIFIC TERRACE, A DISTANCE OF 75 FEET TO A POINT WHICH IS 25 FEET SOUTHEASTERLY FROM THE MOST NORTHERLY CORNER OF LOT 5; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO AND 25 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 5 A DISTANCE OF 93 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF PACIFIC TERRACE, A DISTANCE OF 75 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 6; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 6 A DISTANCE OF 93 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOTS 5 AND 6 IN BLOCK 39 OF HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

**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).

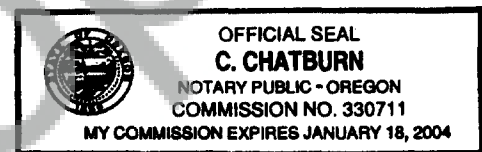
Mark Winters Grantor 9/14/00 Date  
 \_\_\_\_\_ Grantor \_\_\_\_\_ Date  
 \_\_\_\_\_ Grantor \_\_\_\_\_ Date  
 \_\_\_\_\_ Grantor \_\_\_\_\_ Date

**ACKNOWLEDGMENT:**

(Individual)

STATE OF Oregon, COUNTY OF Klamath } ss.  
 This instrument was acknowledged before me on 9-14-00 by Mark Winters

C. Chatburn  
 Signature of notarial officer  
Notary  
 Title (and Rank)



My Commission expires: 1-18-2004

(Seal)

State of Oregon, County of Klamath  
 Recorded 09/29/00, at 2:43 p.m.  
 In Vol. M00 Page 35776  
**Linda Smith,**  
 County Clerk Fee \$ 31.00