

Recording Requested by:  
Wells Fargo Bank  
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State of Oregon, County of Klamath  
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Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

State of Oregon

Space Above This Line For Recording Data

REFERENCE#: 20013407000038 ACCOUNT#: 0654-654-1240048-0001

## SHORT FORM LINE OF CREDIT DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is 12/13/2001 and the parties are as follows:

TRUSTOR ("Grantor"):

THOMAS H. CURRY

whose address is:

4113 E LANGELL VALLEY RD BONANZA, OR, 97623

TRUSTEE: Wells Fargo Financial National Bank

c/o Specialize Service

401 West 24th Street, National City, CA 91950

BENEFICIARY ("Lender"): WELLS FARGO BANK, N.A.

P. O. BOX 31557

BILLINGS, MT 59107

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 4113 E LANGELL VALLEY RD BONANZA, OR 97623  
and parcel number of R604322

, 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 \$ 75,000.00 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 12/25/2031.

## Exhibit A

Acaps: 20013407000038

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

PARCEL 1: ALL OF THE LOTS 10, 11 AND 12, RIVERSIDE TRACTS IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION OF LOT 12 LYING SOUTH OF THE COUNTY ROAD. THAT PORTION OF THE S 1/2 NE 1/4 OF SECTION 14, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, AND THAT PORTION OF LOTS 8 AND 9 OF RIVERSIDE TRACTS LYING NORTH OF THE BONANZA-LANGELL VALLEY ROAD, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN; EXCEPTING THEREFROM THAT PORTION OF LOT 8, DESCRIBED AS FOLLOWS: FROM THE SECTION CORNER OF SECTIONS 10, 11, 14, AND 15, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, SOUTH 536.5 FEET AND EAST 3269.2 FEET TO THE POINT IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BONANZA-LANGELL VALLEY ROAD AND THE TRUE POINT OF BEGINNING. THENCE NORTHEASTERLY A DISTANCE OF 706.0 FEET NORTH 21 DEGREES 49 MINUTES EAST TO THE SOUTH BANK OF LOST RIVER; THENCE NORTHWESTERLY ALONG THE SOUTH BANK OF LOST RIVER TO A POINT ON THE WEST LINE OF THE SE 1/4 SW 1/4 OF SECTION 11; THENCE SOUTHERLY ALONG THE WEST LINE OF SE 1/4 NW 1/4 OF SECTION 11, A DISTANCE OF 82.0 FEET TO THE NORTH SIDE OF BONANZA-LANGELL VALLEY ROAD; THENCE SOUTHEASTERLY ON THE NORTH AND EAST SIDE AND PARALLEL TO THE CENTER LINE OF THE BONANZA-LANGELL VALLEY ROAD AS NOW LOCATED AND CONSTRUCTED TO THE POINT OF BEGINNING.

PARCEL 2: LOT 12 OF RIVERSIDE TRACTS, LYING SOUTH OF THE COUNTY ROAD, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN AND COVENANT THAT GRANTOR IS THE OWNER OF THE ABOVE-DESCRIBED PROPERTY FREE OF ALL ENCUMBRANCES, EXCEPT RESERVATIONS, RESTRICTIONS, EASEMENT, AND RIGHTS OF WAY OF RECORD AND THOSE APPARENT UPON THE LAND; RULES, REGULATIONS, LIENS AND ASSESSMENTS OF WATER USERS AND SANITATION DISTRACTS; AND WILL WARRANT AND DEFEND THE SAME AGAINST ALL PERSONS WHO MAY LAWFULLY CLAIM THE SAME, EXCEPT AS SHOWN ABOVE.

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).

<u>Thomas H. Curry</u> THOMAS H CURRY	Grantor	<u>12-13-01</u> Date
_____	Grantor	_____ Date
_____	Grantor	_____ Date
_____	Grantor	_____ Date
_____	Grantor	_____ Date
_____	Grantor	_____ Date

**ACKNOWLEDGMENT:**

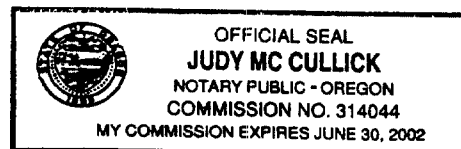
(Individual)

STATE OF ORE, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 12-13-2001 by \_\_\_\_\_

Thomas H. Curry  
Judy Mc Cullick  
(Signature of notarial officer)

Notary  
Title (and Rank)



My Commission expires: 06-30-02

(Seal)