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Wells Fargo Bank

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State of Oregon, County of Klamath

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Linda Smith, County Clerk

Fee \$ 3/00 # of Pgs 3

State of Oregon

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REFERENCE#: 20023117000141 ACCOUNT#: 0654-654-4983629-0001

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 11/18/2002 and the parties are as follows:
TRUSTOR ("Grantor"):

LARRY P. DYNGE & KATHY DYNGE, AS TENANTS BY THE ENTIRETY

whose address is:

8011 PACIFIC LN KLAMATH FALLS, OR, 97603

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 8011 PACIFIC LN KLAMATH FALLS, OR 97603

and parcel number of R584120

, 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 \$ 12,000.00 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 11/15/2012.

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 NE 1/4 OF SECTION 25, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF NE 4 SECTION 25 TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SAID SECTION, THENCE SOUTH 0 DEGREE 13 MINUTES WEST AND ALONG THE QUARTER LINE A DISTANCE OF 689.8 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE GREAT NORTHERN HENLEY SIDING; THENCE SOUTH 47 DEGREES 55 MINUTES EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 236.5 FEET TO A POINT; THENCE NORTH 0 DEGREES 27 MINUTES WEST A DISTANCE OF 137.4 FEET TO A POINT; THENCE CONTINUING NORTH 0 DEGREES 27 MINUTES WEST A DISTANCE OF 710.3 FEET, MORE OR LESS TO A POINT ON THE NORTH SECTION LINE OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 33 MINUTES WEST A DISTANCE OF 170.9 FEET, MORE OR LESS TO THE NORTH QUARTER CORNER TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

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.
5. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

☒ Third Party Rider

☒ Leasehold Rider

☒ Other _____

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).

Larry P Dyngge
LARRY P DYNGE

Grantor

11.20.02
Date

Kathy Dyngge
KATHY DYNGE

Grantor

11.20.02
Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

ACKNOWLEDGMENT:
(Individual)

STATE OF Oregon, COUNTY OF Tamath } ss.

This instrument was acknowledged before me on November 20, 2002 by Larry P Dyngge,

and Kathy Dyngge

Laura D. Bergman

(Signature of notarial officer)

Personal Banker-Officer

Title (and Rank)

My Commission expires Oct 2, 2005

