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Vol M03 Page 04190

Requested By: Wells Fargo Home Equity  
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P.O. BOX 19523 IRVINE CA 92623-9523  
WFSRP1

State of Oregon, County of Klamath  
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Linda Smith, County Clerk  
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State of Oregon

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REFERENCE#: 20022267200094ACCOUNT#: 0654-654-4079906-0001

## 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  
09/12/2002 and the parties are as follows:  
TRUSTOR ("Grantor"):

KEVIN D RUSH AN UNMARRIED MAN

whose address is:

2205 PATTERSON 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 2205 PATTERSON ST KLAMATH FALLS, OR 97603

and parcel number of 00R507865

, 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 \$ 83,002.76 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 10/10/2032.

## Exhibit A

Acaps: 20022267200094

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

A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING 1320 FEET EAST AND 324 FEET NORTH OF AN IRON PIN DRIVEN INTO THE GROUND ON THE OTIS V. SAYLOR PROPERTY IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION WHICH IRON PIN IS 30 FEET EAST OF THE CENTER OF A ROAD INTERSECTING THE KLAMATH FALLS-LAKEVIEW HIGHWAY FROM THE NORTH AND 30 FEET NORTH OF THE CENTER OF SAID HIGHWAY; THENCE EAST 330 FEET; THENCE NORTH 132 FEET; THENCE WEST 330 FEET; THENCE SOUTH 132 FEET TO THE PLACE OF BEGINNING.

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).

KEVIN D RUSH

Grantor

9-13-02  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

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Grantor

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Date

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Grantor

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Date

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT:**

(Individual)

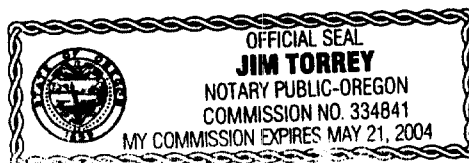
STATE OF Oregon, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 9-13-02 by Kevin D. Rush

[Signature]  
(Signature of notarial officer)

Notary Public  
Title (and Rank)

My Commission expires: 5-21-04



(Seal)