

'03 OCT 28 AM 10:38

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State of Oregon, County of Klamath
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State of Oregon

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REFERENCE#: 20032597200567ACCOUNT#: 0851-851-1956000-1998

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 09/26/2003 and the parties are as follows:

TRUSTOR ("Grantor"):

LEONARD H. MCCORMICK, AN UNMARRIED MAN AND, DONNA J. MCCORMICK, AN UNMARRIED WOMAN, WHO ACQUIRED TITLE AS HUSBAND AND WIFE

whose address is:

2785 PATTERSON ST KLAMATH FALLS, OR, 97803

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 31667
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 2785 PATTERSON ST KLAMATH FALLS, OR 978038969

and parcel number of 00R509364

, 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 \$ 10,000.00 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 09/26/2028.

Exhibit A

ACAPS: 20032597200567

THE FOLLOWING REAL PROPERTY IS LOCATED IN THE CITY OF KLAMATH FALLS,
COUNTY OF KLAMATH, STATE OF OREGON,
LOT 2 IN BLOCK 2, EXCEPT THE SOUTHERLY 5 FEET OF LOT 2 OF FIRST
ADDITION TO EASTMOUNT, ACCORDING TO THE OFFICIAL PLAT THEREOF,

SUBJECT TO: LIENS AND ASSESSMENTS OF KLAMATH PROJECT AND ENTERPRISE
IRRIGATION DISTRICT AND REGULATIONS, CONTRACTS, EASEMENTS, WATER AND
IRRIGATION RIGHTS IN CONNECTION THERE WITH; ANY UNPAID CHARGES OR
ASSESSMENTS OF ENTERPRISE IRRIGATION DISTRICT: RULES, REGULATIONS,
LIENS AND ASSESSMENTS OF SOUTH SUBURBAN SANITARY DISTRICT;
RESERVATIONS AND RESTRICTIONS CONTAINED IN DEED RECORDED MARCH 11,
1952, IN DEED VOLUME 263, PAGE 554, RECORDS OF KLAMATH COUNTY, OREGON;
RESERVATIONS AND RESTRICTIONS CONTAINED IN THE DEDICATION OF FIRST
ADDITION TO EASTMOUNT; EASEMENTS AND RIGHTS OF WAY OF RECORD AND THOSE
APPARENT ON THE LAND, 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 32846 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).

<u>Donna J McCormick</u>	Grantor	<u>10/1/03</u>	Date
<u>Leonard H. McCormick</u>	Grantor	<u>10-1-03</u>	Date
_____	Grantor	_____	Date
_____	Grantor	_____	Date
_____	Grantor	_____	Date
_____	Grantor	_____	Date

ACKNOWLEDGMENT:

(Individual)

STATE OF Oregon, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on Oct 1, 2003 by Donna J. McCormick

and Leonard H. McCormick

Laura B. Bergman

(Signature of notarial officer)

Notary Public
Title (and Rank)

My Commission expires Oct 2, 2005

