Vol MO3 Page 85025

Return Address: Well's Fargo Bank, N.A. DOCUMENT MANAGEMENT P. O. BOX 31557 BILLINGS, MT 59107 State of Oregon, County of Klamath Recorded 11/18/03 8:33 ob m Vol M03 Pg 85025-26 Linda Smith, County Clerk Fee \$ 26 # of Pgs 2

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REFERENCE#: 20032607000644ACCOUNT#: 0654-654-0621900-1998

## 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 10/15/2003 and the parties are as follows:

TRUSTOR ("Grantor"): WILLIAM A. FAGAN AND LONNA M. FAGAN, AS TENANTS BY THE ENTIRETY

whose address is: 429 AND 421 N FOURTH ST KLAMATH FALLS, OR, 97601

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. 0. 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:

LOTS 4 AND 5 IN BLOCK 47 OF FIRST ADDITION TO KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF

KLAMATH COUNTY, OREGON.

with the address of 429 N. 4TH ST KLAMATH FALLS, OR 97801 and parcel number of R412333 , 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 \$ 178,000.00 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

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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 10/15/2043 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 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. Ma Third Party Rider NA Leasehold Rider NA 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). Grantor Grantor Grantor Date

Grantor

Grantor

ACKNOWLEDGMENT:
(Individual)

STATE OF Oregon, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 10-27.03 by Louis

(Signature of notarial officer)

Insurance Personnel

Title (and Rank)

My Commission expires: 3 - 18 - 65



Date

Date

Date