## WTT-13910-5831

Voi MO4 Page 18615
And Wind to the
State of Oregon, County of Klamath Recorded 04/01/2004 //:// @m Vol M04 Pg / / / S - / 8 Linda Smith, County Clerk Fee \$# of Pgs#
AMERITITLE, has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficient or as to its effect upon the title to any real property that may be described therein.
rument and required by ORS 208.234(A) required or permitted by state law or rule any transfer, encumbrance or release
ents conveying or contracting to convey ments, reference ORS 93.030.



## OREGON REAL ESTATE MORTGAGE LINE OF CREDIT INSTRUMENT

Maximum Principal secured \$30,000.00.

Know All Men by these Presents, to secure any advances (including future advances) on a line of credit issued pursuant to a Credit Card Account Agreement up to the amount stated above as "Maximum Principal Secured," between Wells Fargo Financial Bank, Mortgagee, and THOMAS R DECKER. A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, Mortgagors, said Mortgagors do hereby grant, bargain, sell, and convey to Mortgagee the following described premises located in KLAMATH County, Oregon:

The description of the property is on a separate addendum attached to this Mortgage/Deed of Trust, which description is part of the Mortgage/Deed of Trust.

Together with tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances unto the Mortgagee, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment to Mortgagee of Mortgagor's initial and future advances to Mortgagor under the Credit Card Account Agreement ("Agreement") in the amount of \$20,000,00 between Mortgagor and Mortgagee, plus Interest thereon on the outstanding principal balances from time to time at the applicable interest rate from time to time thereunder, as well as any future note or notes that may be executed and delivered to Mortgagee by Mortgagor from time to time as provided in said promissory note, the total outstanding indebtedness, however, never to exceed the sum of \$30.000.00 at any one time.

Mortgagors covenant that they will at their expense keep all buildings now or hereafter erected upon said property covered by fire and extended coverage insurance in an amount equal to the unpaid balance of said note or notes with loss payable to the Mortgagee, and will pay all taxes and assessments against said property and amounts due on any prior encumbrances, and if they shall fall to so insure or pay said amounts, the Mortgagee may arrange for such insurance and pay said amounts, and all amounts so paid shall become additional indebtedness due hereunder.

Mortgagors also covenant not to sell, convey or transfer said property or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance to transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, and the Mortgagor has terminated future advances, or the draw period has expired, and all amounts secured hereby have been paid in full, this conveyance shall be void, but in case default shall be made in payment of said sums of money due upon said instrument according to agreement therein expressed, then the Mortgagee and its legal representatives may sell the premises above described. with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the sums of money due upon said instrument according to agreement therein expressed, together with the taxable costs and disbursements to which the Mortgagee may become entitled as provided by law in its action to realize on the security, and the overplus, if any there be, pay over the Mortgagors.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include

IN WITNESS WHEREOF, of MARCH. 2004.	the Mortgagors have hereunto se	et their hands this 26 day
	Sign Here	21/1
	Sign Here	

Done in the presence of:				
STATE OF ORSON	·	)		
COUNTY OF Jackson		) 85. )		
On this 26 day of MARCH, 2004, personally MARRIED MAN AS HIS SOLE AND SEPA instrument to be their voluntary act. Before me:	appeared the RATE PROP	above nam ERTY and	ed <u>THOMAS</u> acknowledged	R DECKER A the foregoing
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My Core Explanation Palantino	•	1	Notary Publi	c
NOTARY PUBLIC - OREGON	<del></del>	- '	l	
Prepared by COMMISSION NO. 359149 Wells Pargo Financial Bank				
PO Box 5943				
Sloux Falls, SD 57117-5943				
Return to: Wells Fargo Financial Bank				
PO Box 5943				
Sloux Falls, SD 57117-5943				
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## EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1 of Land Partition 16-92 situated in the N1/2 NW1/4 SE1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.