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WTC - 1394-5975

Vol MD4 Page 27061

State of Oregon, County of Klamath
Recorded 05/03/2004 3:03 p m
Vol MD4 Pg 27061-13
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 3

**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 EVELYN O. ROLISON, 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 fail 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 all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 27 day of APRIL, 2004.

Sign Here

Evelyn O. Rolison

Sign Here

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency of as to its effect upon the title to any real property that may be described therein.

3/00
Am

27062

Done in the presence of:

STATE OF Oregon)
COUNTY OF Deschutes) ss.

On this 27 day of APRIL, 2004, personally appeared the above named EVELYN O ROLISON, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Kevin Guiney
Notary Public

My Commission Expires:

August 7th, 2006

Prepared by:

Wells Fargo Financial Bank

PO Box 5943

Sioux Falls, SD 57117-5943



Return to:

Wells Fargo Financial Bank

PO Box 5943

Sioux Falls, SD 57117-5943

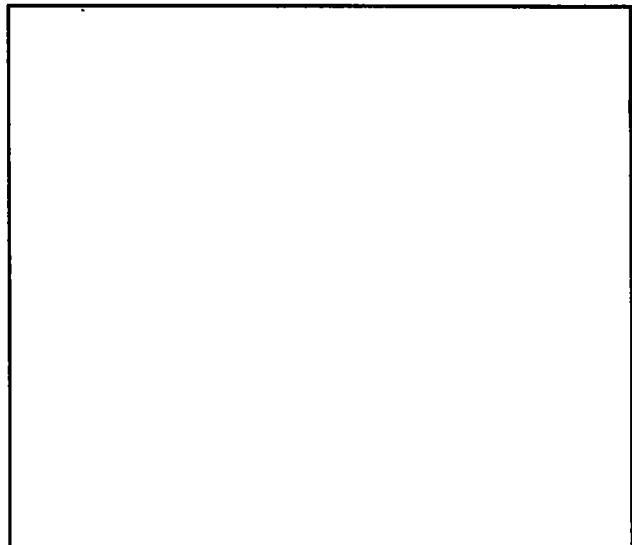


EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land lying in the Southwest Quarter of the Northeast Quarter of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, in Crescent, Oregon, the said parcel being that portion of said subdivision included in a strip of land 100 feet in width, 50 feet on the Easterly side and 50 feet on the Westerly side of the centerline of the Old Oregon Railroad and between Engineer's station 1051+86.25 and station 1058+07, the center line being described as follows:

Beginning at engineer's station 1051+86.25, said station being 2330 feet South and 115 feet East of the North quarter corner of Section 30; thence 620.75 feet Northerly along the centerline on a 2 degrees curve left (central angle of curve = 12 degrees 24') to engineer's station 1058 + 07, together with the vacated portion of R.R. Ave. appurtenant thereto.

EXCEPTING THEREFROM the Southerly 65 feet of said tract, to be divided by a line parallel to and 65 feet when measured at right angles from, the Southerly boundary.