

04 MAY 25 AM 9:17

Vol M04 Page 32922

R Recording Requested by:  
W Wells Fargo Bank  
D When Recorded Return to: Fidelity National LPS  
P P.O. BOX 19523  
B Irvine, CA 92623-9523  
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State of Oregon, County of Klamath  
Recorded 05/25/2004 9:17 a. m  
Vol M04 Pg 32922-24  
Linda Smith, County Clerk  
Fee \$ 31<sup>00</sup> # of Pgs 3

State of Oregon

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REFERENCE# 20040997401395 ACCOUNT# 0651-651-6447112-1998

## 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 04/28/2004 and the parties are as follows:

TRUSTOR ("Grantor"):  
SUE MELODY MALONE

whose address is: 1975 PAINTER 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. O. BOX 31567  
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

with the address of 1975 PAINTER ST KLAMATH FALLS, OR 976011840  
and parcel number of R187 363, 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 \$ 15,000.00 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

**Exhibit A**

**Reference #:** 20040997401395

**Acct #:** 0651-651-6447112-1998

THE SOUTHWESTERLY 54 FEET OF LOTS 5 AND 6, BLOCK 13, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6, SAID POINT BEING THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF PAINTER STREET WITH THE EASTERLY LINE OF AN ALLEY IN SAID BLOCK 13; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 6, SAID LINE ALSO BEING THE NORTHERLY LINE OF PAINTER STREET, A DISTANCE OF 54 FEET, MORE OR LESS, TO THE POINT ON SAID SOUTHERLY LINE OF LOT 6 FROM WHICH THE SOUTHEASTERLY CORNER OF SAID LOT 6 BEARS NORTH 68 DEGREES 48 MINUTES EAST A DISTANCE OF 96 FEET; SAID POINT BEING THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY DAYTON O. HYDE, ET UX TO GERALD R. CLEMENS, ET UX BY DEED DATED SEPTEMBER 1, 1977; THENCE NORTH 21 DEGREES 14 MINUTES WEST A DISTANCE OF 100 FEET, MORE OR LESS, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND CONVEYED BY DAYTON O. HYDE ET UX TO GERALD R. CLEMENS, ET UX, TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND, SAID CORNER BEING SITUATED ON THE NORTHERLY LINE OF SAID LOT 6; THENCE SOUTH 68 DEGREES 48 MINUTES WEST ALONG SAID NORTHERLY LINE OF SAID LOT 6 A DISTANCE OF 54 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT 6; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF SAID LOT 6 AND THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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 04/28/2029.

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 32845 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 N/A

**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).

Sue Melody Malone  
SUE MELODY MALONE Grantor

4-27-04  
Date

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Grantor

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Date

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Grantor

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Date

**ACKNOWLEDGMENT:**

(Individual)

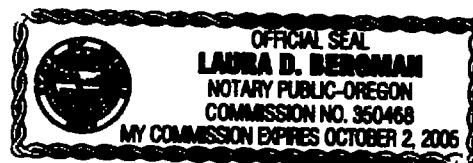
STATE OF Oregon, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on April 27, 2004 by Sue Melody Malone

Laura D. Beroman  
(Signature of notarial officer)

Notary Manager  
Title (and Rank)

My Commission expires: Oct 2, 2005



(Seal)