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MTT-1396-6192

Vol M04 Page 53612

State of Oregon, County of Klamath  
Recorded 08/16/04 10:57 a m  
Vol M04 Pg 53612-14  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

**OREGON REAL ESTATE MORTGAGE  
LINE OF CREDIT INSTRUMENT**

Maximum Principal secured \$20,000.00.

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 JOSE SANTIAGO LUNA and MELISSA A LUNA, HUSBAND AND WIFE, 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 \$10,000.00 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 \$20,000.00 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 7 day of JULY, 2004.

Sign Here ☒

Jose Santiago Luna

Sign Here ☒

Melissa A. Luna

3/00 am

53613

Done in the presence of:

STATE OF Oregon )  
COUNTY OF Jackson ) ss.

On this 7 day of JULY, 2004, personally appeared the above named JOSE SANTIAGO LUNA and MELISSA A LUNA, HUSBAND AND WIFE and acknowledged the foregoing instrument to be their voluntary act. Before me:



Notary Public

My Commission Expires:

4-12-08

Prepared by:

Wells Fargo Financial Bank

PO Box 5943

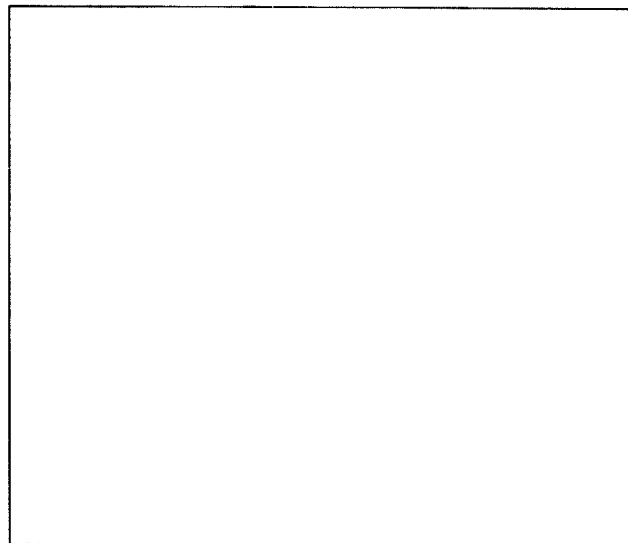
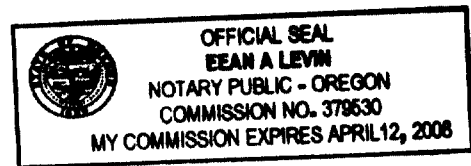
Sioux Falls, SD 57117-5943

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Sioux Falls, SD 57117-5943



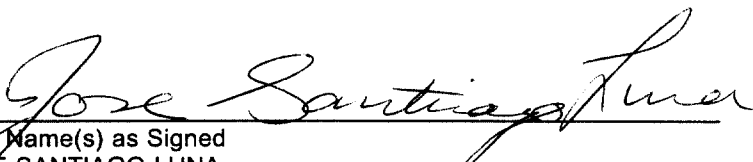
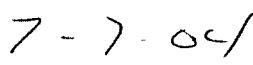
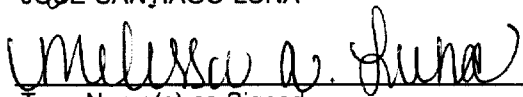
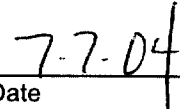
53614

## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, JULY 7, 2004, JOSE SANTIAGO LUNA, MELISSA A LUNA mortgagor(s):

Legal description:

Lot 10, LESS the Northerly 50.1 feet, Block 4, FIRST ADDITION TO TONATEE HOMES, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

 Type Name(s) as Signed JOSE SANTIAGO LUNA	 Date
 Type Name(s) as Signed MELISSA A LUNA	 Date