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Vol M04 Page 57696

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State of Oregon, County of Klamath  
Recorded 08/31/04 8:13 a m  
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Linda Smith, County Clerk  
Fee \$ 31<sup>00</sup> # of Pgs 3

State of Oregon

Space Above This Line For Recording Data

REFERENCE#:20041277000517 ACCOUNT#:0654-654-0147454-1998

## 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 08/02/2004 and the parties are as follows:

TRUSTOR ("Grantor"):  
TAYLOR A. DAY III AND LISA I. DAY, HUSBAND AND WIFE

whose address is: 38380 MODOC POINT RD CHILOQUIN, OR, 97624

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 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:

PARCEL 1 OF MINOR LAND PARTITION 10-91, BEING A PORTION OF GOVERNMENT LOT 3, BEING SITUATE IN THE NE1/4 OF THE NW1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

with the address of 38380 MODOC POINT ROAD CHILOQUIN, OR 97624 and parcel number of R223975, 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 \$ 100,000.00 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 08/02/2044.

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 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.

☒ 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).

<u>Taylor A. Day III</u>	Grantor	<u>8-6-04</u>	Date
<u>Lisa I. Day</u>	Grantor	<u>8/6/04</u>	Date
_____	Grantor	_____	Date
_____	Grantor	_____	Date
_____	Grantor	_____	Date
_____	Grantor	_____	Date

**ACKNOWLEDGMENT:**

(Individual)

STATE OF Oregon, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on Aug 6, 2004 by \_\_\_\_\_

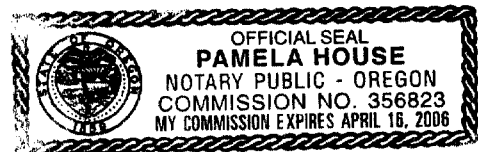
Taylor A. Day III, Lisa I. Day

Pamela House

(Signature of notarial officer)

Deborah Bender

Title (and Rank)



My Commission expires: 4-16-2006

(Seal)



57698

**ALL-PURPOSE NOTARY**  
**ACKNOWLEDGMENT**

STATE OF Oregon

COUNTY OF Klamath

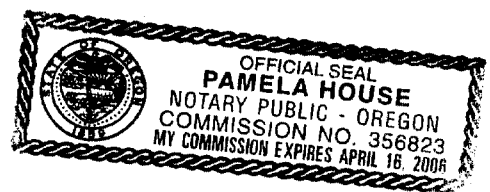
On 8-2-2004 (date), before me, Pamela House

Personal Broker (name and title of officer), personally appeared

8-2-04 Lisa I Day, personally known to me

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Pamela House  
Signature

(This area for Official Notarial Seal)