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State of Oregon

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REFERENCE#:20043217000568 ACCOUNT#:0654-654-0665745-0001

**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 12/01/2004 and the parties are as follows:

TRUSTOR ("Grantor"):  
JACK ALBERT WALKER AND DIANE KAY WALKER, HUSBAND AND WIFE

whose address is: 3311 HOMEDALE RD KLAMATH FALLS, OR, 97603

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:  
SEE ATTACHED EXHIBIT

with the address of 3311 HOMEDALE RD KLAMATH FALLS, OR 97603  
and parcel number of R548330

, 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 \$ 50,000.00 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

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 12/15/2011.

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>Diane Kay Walker</u>		<u>12-2-04</u>
DIANE KAY WALKER	Grantor	Date
<u>Jack Albert Walker</u>		<u>12-02-04</u>
JACK ALBERT WALKER	Grantor	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 2nd Dec 2004 by Diane Kay Walker  
& Jack Albert Walker

Annette Quin

(Signature of notarial officer)

Notary Public - Wells Fargo Bank

Title (and Rank)



My Commission expires: 05-26-2008

(Seal)

**Exhibit A**

Reference #: 20043217000568

Acct #: 0654-654-0665745-0001

A PARCEL OF LAND SITUATE IN LOT 7, BLOCK 2 OF THE SUBDIVISION OF BLOCKS 2B AND 3 OF HOMEDALE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 55DEGREES 8 04 MINUTES 30 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 7, 206.43 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DEED VOLUME M-71 AT PAGE 10402, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 00 DEGREES 10 MINUTES EAST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 125.34 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF LELAND DRIVE WHICH IS THE NORTHWEST CORNER OF SAID PARCEL; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LELAND DRIVE TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RIGHT OF WAY OF LELAND DRIVE. ALSO EXCEPTING THEREFROM A PARCEL OF LAND SITUATE IN LOT 7, BLOCK 2, SUBDIVISION OF BLOCKS 2B AND 3 OF HOMEDALE, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 55 DEGREES 04 MINUTES 30 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 7, 171.43 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING SOUTH 55 DEGREES 04 MINUTES 30 SECONDS EAST 35.00 FEET; THENCE LEAVING THE SOUTHERLY LINE OF SAID LOT 7, NORTH 00 DEGREES 10 SECONDS EAST, 125.34 FEET; THENCE SOUTH 15 DEGREES 25 MINUTES 59 SECONDS WEST, 109.24 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO KLAMATH COUNTY, BY DEED RECORDED MAY 12, 1981 IN BOOK M-81 AT PAGE 8365 OF MICROFILM RECORDS.