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Vol M04 Page 88182

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State of Oregon, County of
Klamath
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Vol M04 Pg 88182-PS
Linda Smith, County Clerk
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State of Oregon

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REFERENCE#: 20043227001090ACCOUNT#: 0651-651-7445628-1998

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 11/26/2004 and the parties are as follows:

TRUSTOR ("Grantor"):
CYNTHIA M. FOSTER AND LARRY V. FOSTER AS TRUSTEES OF THE FOSTER LIVING TRUST DATED FEBRUARY 7, 1992, AND ANY AMENDMENTS THERETO

whose address is: 10527 WILDWOOD LN 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:
TOWNSHIP 39, RANGE 10, SECTION 8AA, TAX LOT 100; TOWNSHIP 39, RANGE 10, SECTION 8AA, TAX LOT 101.

with the address of 10527 WILDWOOD LN KLAMATH FALLS, OR 976039425 and parcel number of OOR882201, 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 11/26/2044

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>Larry V Foster, TRUSTEE</u> | TTE | Grantor | <u>11-30-04</u> |
| | | | Date |
| <u>Cynthia M Foster, TRUSTEE</u> | TTE | Grantor | <u>11/29/04</u> |
| | | | Date |
| _____ | | Grantor | _____ |
| | | | Date |
| _____ | | Grantor | _____ |
| | | | Date |
| _____ | | Grantor | _____ |
| | | | Date |
| _____ | | Grantor | _____ |
| | | | Date |

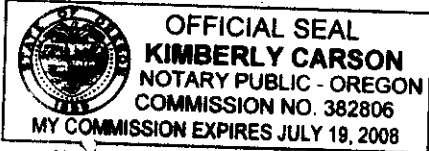
ACKNOWLEDGMENT:
(Individual)

STATE OF Oregon, COUNTY OF Klamath } ss.

This instrument was acknowledged before me on 11-29-04 by _____

Cynthia Marie Foster

[Signature]
(Signature of notarial officer)
Personal Banker
Title (and Rank)



My Commission expires: 7-19-08

(Seal)

SEE ATTACHED Acknowledgement

All-purpose Acknowledgment



STATE OF Oregon, COUNTY OF Klamath

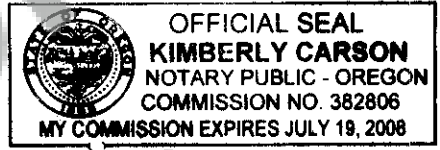
On 11-30-04 before me, the undersigned, a Notary Public in and for said State, personally appeared

Cynthia M. Foster TE & Larry V. Foster TE

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 the 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.

Signature [Handwritten Signature]
Name (type or printed) Kimberly Carson
My commission expires: 7-19-08



(Seal)

UNOFFICIAL COPY

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THIRD PARTY RIDER

REFERENCE #: 20043227001090
ACCOUNT#: 0651-651-7445628-1998

THIS THIRD PARTY RIDER is made on 11/26/2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("the Security Instrument") given by the undersigned Trustee(s) to secure the Secured Debt from

LARRY V FOSTER
CYNTHIA M FOSTER

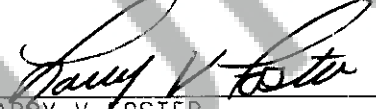

(the "Debtor") to Lender.

With respect to the Trust, this Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property described in this Security Instrument to secure the Note of the Debtor to the Lender.

Consequently, references in the text to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Note shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Secured Debt before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to Secured Debt prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Note and are a party hereunder except insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, distribution of trust assets, or death of any Debtor shall constitute an event of default under the Secured Instrument.

| | | |
|---|---------|----------|
|  | TTE | 11-30-04 |
| LARRY V FOSTER | Trustee | Date |
|  | TTE | 11/29/04 |
| CYNTHIA M FOSTER | Trustee | Date |
| _____ | Trustee | Date |
| _____ | Trustee | Date |
| _____ | Trustee | Date |
| _____ | Trustee | Date |