MTC-69103

Vol. M05 Page 30331

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State of Oregon, County of Klamath
Recorded 04/28/2005 マルハウ
Vol M05 Pa 20 331 - 22 ""
inda Smith, County Clerk
inda Smith, County Clerk

OREGON REAL ESTATE MORTGAGE LINE OF CREDIT INSTRUMENT

Maximum Principal secured \$15,000.00.

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 CHARLES REED AND RONDA REED AS TENANTS BY THE ENTIRETY, 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 \$5,000.00 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 \$15,000,00 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 22 day of APRIL, 2005.

M DU WIN Sign Here |

Notary Acknowledgment to Follow on Next Page

30 KM

Done in the presence of:	
STATE OF ONE GON	_)
STATE OF) ss. _)
On this <u>22</u> day of <u>APRIL</u> , <u>2005</u> , personally appeared <u>RONDA REED AS TENANTS BY THE ENTIRETY</u> and ac their voluntary act. Before me:	knowledged the foregoing instrument to be
My Commission Expires: 4-12-2008	Notary Public
Prepared by:	
Wells Fargo Financial Bank	OFFICIAL SEAL
PO Box 5943	EEAN A LEVIN
Sioux Falls, SD 57117-5943	NOTARY PUBLIC - OREGON COMMISSION NO. 379530
Return to:	MY COMMISSION EXPIRES APRIL12, 2006
Wells Fargo Financial Bank	
PO Box 5943	
Sioux Falls, SD 57117-5943	

Mortgage/Deed of Trust Addendum

Addendum for legal description of Mortgage/Deed of Trust dated 4/22/05, CHARLES REED AND RONDA REED, mortgagor(s)/trustor(s).

Legal description:

A percel of land within that tract of real property recorded in Volume 259, page 658, Deed Records of Klamath County, Oregon, described therein as being situated in Sections 29 and 32, Township 39 South, Range 8 East of the Willamette Meridian; said percel of land being more particularly described as follows:

Beginning at the Northwest corner of the above mentioned tract of real property, which corner is recorded as being in an old established fance line distant 368 fact West, more or less, from the Northeast corner of the SE1/4 of the SW1/4 of Section 29, Township 39 South, Range 8 East of the Willamatta Meridian; thence South 06° 21' East along the West boundary of said Tract of real property a distance of 3289.5% feet to the true point of beginning of this description; thence North 67° 22' Best 658,62 feet' thence North 04° 11' 20" West 324.00 feet; thence South 70° 55' 45" West 660.53 feet; thence South 06° 21' East 362.00 feet to the point of beginning, being in Section 32, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING from the above described parcel all that portion lying North of a line parallel with the South boundary thereof and 181.00 fact distant from said South boundary as measured along the Rast boundary.

Together with the non-exclusive right of (ngross and egrass across a 60 fbot strip of land more particularly described as follows:

Starting at the steel stake which marks the Northeast corner of that tract of land described in Volume M66, page 7445, Microfilm Records of Klamath County, Oregon; thence South 4° 11.3' Best 317.41 feet along the Easterly line of the above described parcel to an iron pin; thence South 4° 11.3' Best 546.30 flet to a steel stake lying on the Northerly right of way line of Oregon Highway 66 as constructed; thence North 72° 56.4' Bast 30.77 flet along said right of way line to a steel stake; thence North 72° 56.4', 30.77 feet along said right of way line to a steel stake; thence North 4° 11.3' West 862.06 feet to a steel stake; thence South 74° 20.9' West 30.61 feet to a steel stake; thence South 74° 20.9' West 30.61 feet to the place of beginning of this description.

Charle K. Rosa	Date	4-22-05
CHARLES K. REED		1/ >
Rando M. Reed	Date	4-22-05
RONDA M. REED		
	Date	
	Date	
Rondo M. Reed	Date	4-22-05