

MTE13914-8691

2007-008048

Klamath County, Oregon



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05/03/2007 03:24:17 PM

Fee: \$31.00

**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 KENNETH P BOERSMA and BERNADETTE C BOERSMA, 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 the Maximum Principal secured 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 Maximum Principal secured.

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 10 day of APRIL, 2007.

Sign Here

Kenneth P Boersma 4/19/07

Sign Here

Bernadette C Boersma 4-10-07

AMERITITLE, has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

Notary Acknowledgment to Follow on Next Page

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Done in the presence of:

STATE OF OREGON }
COUNTY OF Jackson } ss.

On this 10 day of APRIL, 2007, personally appeared the above named KENNETH P BOERSMA and BERNADETTE C BOERSMA, AS TENANTS BY THE ENTIRETY and acknowledged the foregoing instrument to be their voluntary act. Before me:

Evan A. Levin
Notary Public

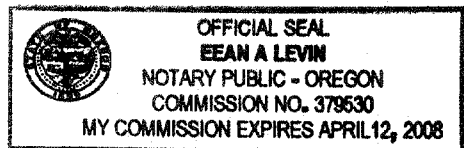
My Commission Expires: 4-12-2008

Prepared by:

Wells Fargo Financial Bank
PO Box 5943
Sioux Falls, SD 57117-5943

Return to:

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, APRIL 10, 2007, KENNETH P BOERSMA, BERNADETTE C BOERSMA mortgagor(s):

Legal description:

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1

A parcel of land situate in the SW1/4 of the SE1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 5/8" iron rod on the Northwestern right-of-way line of the Klamath Falls-Ashland Highway at the Southeast corner of the above described property from which the One-Quarter corner common to Sections 28 and 33 bears South 62° 36' 15" West, 234.43 feet, along said Highway right-of-way, to a 5/8" iron rod, and North 86° 28' 26" West, 183.89 feet; thence from said point of beginning, North 00° 06' 42" West, 322.90 feet to a 1/2" iron rod; thence North 84° 00' 36" West, 171.14 feet to a 1/2" iron rod; thence South 2° 44' 11" East, 40.64 feet to a 1/2" iron rod; thence South 76° 20' 02" East, 80.72 feet to a 1/2" iron rod; thence South 1° 16' 58" East, 42.00 feet to a 1/2" iron rod; thence South 52° 17' 32" East, 77.55 feet to a 1/2" iron rod; thence South 0° 11' 49" West, 206.67 feet to a 1/2" iron rod on the Northwestern right-of-way line of the above described highway; thence North 62° 36' 15" East, 32.55 feet, along said right-of-way line, to the place of beginning.

PARCEL 2

Beginning at the intersection of the Easterly line of the W1/2 of the SW1/4 of the SE1/4 of Section 28, Township 39 South, Range 8 East, Willamette Meridian, and the Northerly line of the Klamath Falls-Ashland Highway, and running thence: Southwesterly along the Northerly line of the said highway 321.9 feet to the Southwest corner of that tract of land described in Deed Volume 100 page 121, Deed Records of Klamath County, Oregon, and the true point of beginning of this description: thence Northerly along the West line of said tract a distance of 984.5 feet, more or less, to the Northwest corner thereof; thence Westerly at right angles 208.35 feet to the Northwest corner of the tract herein described; thence Southerly and parallel with the said West line of said tract described in Deed Volume 100 page 121, to the Northerly boundary of the said Klamath Falls-Ashland Highway; thence Northeasterly and along said Northerly boundary of said Klamath Falls-Ashland Highway to the point of beginning.

SAVING AND EXCEPTING, beginning at the intersection of the Easterly line of the W1/2 SW1/4 SE1/4 of Section 28, Township 39 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, and the Northerly line of the Klamath Falls-Ashland Highway, and running thence Southwesterly along the Northerly line of said highway 321.9 feet to the Southwest corner of that tract of land described in Deed Volume 100 page 121, Deed Records of Klamath County, Oregon; thence Northerly along the West line of said tract a distance of 501.5 feet more or less to the point of beginning; thence continuing Northerly along West line a distance of 483.00 feet to the Northwest corner thereof; thence West at right angles, 208.35 feet to the Northwest corner of the tract herein described; thence Southerly and parallel with the said West line of tract described in Deed Volume 100 page 121, 483.00 feet; thence Easterly parallel to the Northerly line of said tract a distance of 208.35 feet more or less to the point of beginning.

AND FURTHER EXCEPTING the following described parcel: A parcel of land situate in the SW1/4 of the SE1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows: Beginning at a 5/8 inch iron rod on the Northwestern right of way line of the Klamath Falls-Ashland Highway at the Southeast corner of the above described property from which the one-quarter corner common to Sections 28 and 33 bears South 62° 36' 15" West, 234.43 feet, along said Highway right of way to a 5/8 inch iron rod, and North 86° 28' 26" West 183.89 feet; thence from said point of beginning, North 00° 06' 42" West 322.90 feet to a 1/2 inch iron rod; thence North 84° 00' 36" West, 171.14 feet to a 1/2 inch iron rod; thence South 2° 44' 11" East, 40.64 feet to a 1/2 inch iron rod; thence South 76° 20' 02" East 80.72 feet to a 1/2 inch iron rod; thence South 1° 16' 58" East 42.00 feet to a 1/2 inch iron rod; thence South 52° 17' 32" East, 77.55 feet to a 1/2 inch iron rod; thence South 0° 11' 49" West, 206.67 feet to a 1/2 inch iron rod on the Northwestern right of way line of the above described highway; thence North 62° 36' 15" East, 32.55 feet along said right of way line, to the place of beginning.