

2008-000574

Klamath County, Oregon



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01/15/2008 08:14:26 AM

Fee: \$36.00

Maximum Obligation Limit \$ 51,000.00 .....  
Maturity Date ..... 12/11/2017 .....  
When recorded return to:  
First American  
1100 Superior Avenue  
Suite 210  
Cleveland, OH 44114

\_\_\_\_ State of Oregon \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

ALS #: 511831523

Order #: 13658363

SHORT FORM TRUST DEED  
LINE OF CREDIT

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Short Form Trust Deed Line of Credit (Security Instrument) is 12/12/2007.  
..... The parties and their addresses are:

GRANTOR:  
JOANN ELLIS

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:  
U.S. Bank Trust Company, National Association  
111 S.W. Fifth Avenue, Suite 3500  
Portland, OR 97204

LENDER:  
U.S. Bank, National Association N.D.  
4355 17th Avenue, S.W.  
Fargo, ND 58103

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, the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in KLAMATH at 3940 Shasta Way  
(County)  
KLAMATH FALLS, Oregon 97603  
(Address) (City) (ZIP Code)

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 (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 51,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*

Borrower's Name(s): JOANN ELLIS

Note Date: 12/12/2007

Maturity Date: 12/11/2017

Principal/Maximum  
Line Amount: 51,000.00

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument

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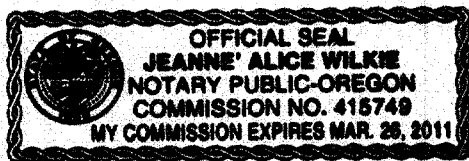
(page 2 of 3)

5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Trust Deed (Master Form), inclusive, dated 01/19/2007 9:48 am and recorded as Recording Number N/A or Instrument Number 2007-000973 in Book N/A at Page(s) N/A in the KLAMATH County, Oregon, County Recorder's office are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

Joann Ellis 12-12-07 N/A  
(Signature) JOANN ELLIS (Date) (Signature) (Date)

ACKNOWLEDGMENT: JE OREGON  
(Individual) STATE OF Joann Ellis COUNTY OF KLAMATH ss.  
This instrument was acknowledged before me this 12<sup>th</sup> day of December 2007  
by JOANN ELLIS  
My commission expires: March 26 2011  
(Seal) Joanne Alice Wilkie  
(Notary Public)  
Joanne Alice Wilkie



REQUEST FOR RECONVEYANCE  
(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

.....  
(Authorized Bank Signature)

.....  
(Date)

This instrument was prepared by.....  
First American  
1100 Superior Avenue  
Suite 210  
Cleveland, OH 44114

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EXHIBIT A

LOT 3, BLOCK 2, BRYANT TRACTS NO. 1, KLAMATH COUNTY, OREGON, ACCORDING TO THE DULY RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY AND STATE; SUBJECT, HOWEVER, TO ALL RIGHT OF WAY AND EASEMENTS OF THE ENTERPRISE IRRIGATION DISTRICT AND SUBJECT TO THE RIGHT OF THE GRANTORS, THEIR HEIRS AND ASSIGNS, TO CONSTRUCT AND MAINTAIN ON AND ACROSS THE SAID PREMISES SO GRANTED IRRIGATION AND DRAINAGE DITCHES AND THE RIGHT TO ENTER UPON SAID PREMISES FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING SUCH DITCHES, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING, AND ALSO ALL THEIR ESTATE, RIGHT, TITLE AND INTEREST IN AND TO THE SAME, INCLUDING DOWER AND CLAIM OF DOWER; THIS CONVEYANCE HOWEVER, IS MADE WITH THE FURTHER CONSIDERATION THAT THE GRANTEE, HEIRS OR ASSIGNS WILL NOT USE THE PREMISES FOR OTHER THAN RESIDENTIAL PURPOSES AND WILL NOT CONSTRUCT NOR ERECT ANY RESIDENCE ON THE SAID PREMISES, THE 1ST COST OF WHICH SHALL BE LESS THAN \$1000.00; AND ANY VIOLATION OF SUCH COVENANT SHALL WORK A FORFEITURE OF THE ESTATE OF THE GRANTEE, HIS HEIRS OR ASSIGNS IN AND TO THE SAID PREMISES AND SHALL VEST IN THE GRANTORS, THEIR HEIRS OR ASSIGNS, THE RIGHT TO REENTER THE SAID PREMISES AND THEIR FORMER ESTATE THEREIN.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

Permanent Parcel Number: R524481  
DALE ELLIS AND JOANN ELLIS, HUSBAND AND WIFE

3940 SHASTA WAY, KLAMATH FALLS OR 97603  
Loan Reference Number : 20073371441260/511831523  
First American Order No: 13658363  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

13658363  ELLIS  
13658363 OR  
FIRST AMERICAN LENDERS ADVANTAGE  
DEED OF TRUST

