



00040175200800019670050053

02/15/2008 09:17:14 AM

Fee: \$41.00

Maximum Obligation Limit \$ 60,975.43  
Maturity Date 01/26/2023  
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 #: 511860255

Order #: 13734774

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 01/16/2008.  
The parties and their addresses are:

GRANTOR:  
HAROLD LLOYD AND LIBBY LLOYD

☐ 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 135163 N HIGHWAY 97  
(County)  
(Address) Gilchrist (City) Oregon 97737  
(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 \$ 60,975.43. 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): HAROLD LLOYD AND LIBBY LLOYD

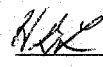
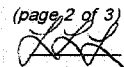
Note Date: 01/16/2008

Maturity Date: 01/26/2023

Principal/Maximum  
Line Amount: 60,975.43

- 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

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.

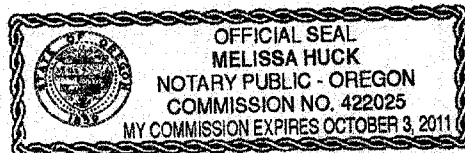
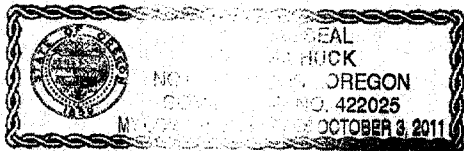
Harold Lloyd 1/16/08  
(Signature) HAROLD LLOYD (Date)

Libby Lloyd 1/16/08  
(Signature) LIBBY LLOYD (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF Oregon, COUNTY OF Deschutes ss.  
This instrument was acknowledged before me this 16 day of January, 2008  
by HAROLD LLOYD AND LIBBY LLOYD  
My commission expires: October 3, 2011  
(Seal)

Melissa Huck  
(Notary Public)



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

13734774

EXHIBIT A

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, THENCE SOUTH 254.8 FEET; THENCE WEST NORTHWESTERLY 314.27 FEET TO THE EAST BOUNDARY OF U. S. HIGHWAY 97; THENCE SOUTHERLY ALONG SAID BOUNDARY 164 TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE SAID EAST BOUNDARY OF U. S. HIGHWAY 97 AS THE SAME NOW EXISTS A DISTANCE OF 164.5 FEET, THENCE EASTERLY AT A 90 DEGREES TURN A DISTANCE OF 200 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST BOUNDARY OF SAID U. S. HIGHWAY 97 A DISTANCE OF 164.5 FEET; THENCE WESTERLY AT A 90 DEGREES TURN A DISTANCE OF 200 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SELLER RESERVES PERMANENTLY AN EASEMENT OF INGRESS FROM SAID U. S. HIGHWAY 97. THAT EASEMENT TO EXTEND IN A GENERAL NORTHERLY-SOUTHERLY DIRECTION ADJACENT TO THE BOUNDARY OF SAID U. S. HIGHWAY 97, BEING, SUFFICIENTLY LONG TO ENABLE THE SELLER OR HER SUCCESSOR IN INTEREST TO ENTER SAID U. S. HIGHWAY 97 FROM THE EXISTING ROAD ON THE REAL PROPERTY TO WHICH THE EASEMENT IS MADE APPURTENANT. THIS EASEMENT FOR INGRESS AND EGRESS SHALL BE APPURTENANT TO (FOLLOWING ATTACHED DESCRIPTION).

THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN KLAMATH COUNTY, OREGON:

PARCEL 1: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 8, E.W.M., THENCE SOUTH 254.8 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST NORTHWESTERLY 316 FEET TO THE EAST BOUNDARY OF U. S. HIGHWAY 97; THENCE SOUTHERLY ALONG SAID BOUNDARY, 228.5 FEET; THENCE EASTERLY AT A 90 DEGREES TURN, 30 FEET, THENCE SOUTHERLY AT RIGHT ANGLES, 100 FEET TO THE NORTH BOUNDARY LINE OF A PARCEL OF LAND DEEDED TO WILLIS AND MABEL JORSTAD

13734774

EXHIBIT A  
(continued)

AS RECORDED IN BOOK 155 PAGE 34, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE EASTERLY ALONG SAID LINE 440.4 FEET TO SECTION LINE; THENCE NORTH 362.9 FEET TO POINT OF BEGINNING.

PARCEL 2: A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 SOUTHEAST OF 1/4 OF SECTION 36 TOWNSHIP 24 SOUTH, RANGE 8 E.W.M., AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THAT CERTAIN DEED TO STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION, RECORDED IN DEED VOLUME 252 PAGE 172, DEED RECORDS KLAMATH COUNTY, OREGON; THE SAID PARCEL BEING THAT PORTION OF SAID PROPERTY LYING SOUTHEASTERLY OF A LINE WHICH IS PARALLEL TO AND 100 FEET SOUTHEASTERLY OF THE CENTER LINE OF THE RELOCATED AS FOLLOWS: BEGINNING AT ENGINEER'S CENTER LINE STATION 42+00, SAID STATION 125 FEET NORTH AND 298 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 36, THENCE SOUTH 25 DEGREES 50 MINUTES WEST, 1000 FEET TO STATION 52+00, SAID PARALLEL LINE CROSSES THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID PROPERTY APPROXIMATELY OPPOSITE CENTER LINE STATION 46+30 AND 47+30, RESPECTIVELY.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

Permanent Parcel Number: R150071  
HAROLD G. LLOYD AND LIBBY L. LLOYD, HUSBAND AND WIFE

135163 NORTH HIGHWAY 97, GILCHRIST OR 97737  
Loan Reference Number : 20073521517301/511860255  
First American Order No: 13734774  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 LLOYD  
13734774

OR

FIRST AMERICAN LENDERS ADVANTAGE  
DEED OF TRUST

