



03/10/2008 10:12:10 AM

Fee: \$41.00

Maximum Obligation Limit \$ 130,768.00
Maturity Date 02/09/2033
When recorded return to:
U.S Recordings, Inc. 439 72753
2925 Country Drive, Suite 201
St. Paul, MN 55117

State of Oregon Space Above This Line For Recording Data

ALS# [REDACTED] 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 02/11/2008....
..... The parties and their addresses are:

GRANTOR:
DOROTHY E. AGER SINGLE

☐ 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.

14004148

The property is located in Klamath at 7300 ROUND LAKE ROAD
(County)
KLAMATH FALLS, Oregon 97601
(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 \$ 130,768.00. 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):

Note Date: 02/11/2008

Maturity Date: 02/09/2033

Principal/Maximum Line Amount: 130,768.00

- 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

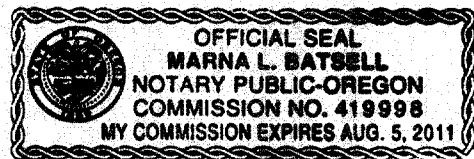
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5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Trust Deed (Master Form), inclusive, dated 01/19/07 @ 9:50 and recorded as Recording Number N/A or Instrument Number 2007-000974 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.

(Signature) Dorothy E. Ager (Date) 2/8/08 (Signature) Trudie Vurpillat (Date) 2/8/08

ACKNOWLEDGMENT: STATE OF Oregon COUNTY OF Klamath ss. This instrument was acknowledged before me this 8th day of February 2008 by DOROTHY E. AGER SINGLE and TRUDIE VURPILLAT My commission expires: Aug. 5, 2011 (Seal) Marna Batsell (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

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EXHIBIT A

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 SOUTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SECTION LINE COMMON TO SECTIONS 27 AND 28 OF TOWNSHIP 39 SOUTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, FROM WHICH POINT THE CORNER COMMON TO SECTIONS 21, 22, 27, AND 28 BEARS NORTH 00 DEGREES 08 MINUTES 44 SECONDS EAST, A DISTANCE OF 941.85 FEET, SAID POINT ALSO MARKING THE MOST SOUTHWESTERLY CORNER OF THAT TRACT OF LAND DESCRIBED IN VOLUME 116, AT PAGE 403 OF KLAMATH COUNTY DEED RECORDS; THENCE ALONG THE MOST SOUTHERLY LINE OF SAID VOLUME 116, AT PAGE 403 OF KLAMATH COUNTY DEED RECORDS, NORTH 75 DEGREES 33 MINUTES 52 SECONDS EAST A DISTANCE OF 294.31 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION (NORTH 75 DEGREES 36 MINUTES EAST A DISTANCE OF 295.0 FEET AS PER VOLUME 116, PAGE 403); THENCE ALONG THE EASTERLY LINE OF SAID VOLUME 116 AT PAGE 403, NORTH 38 DEGREES 36 MINUTES 00 SECONDS EAST A DISTANCE OF 217.71 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID VOLUME 116 AT PAGE 403, SOUTH 82 DEGREES 54 MINUTES 00 SECONDS EAST A DISTANCE OF 332.75 FEET TO THE MOST EASTERLY CORNER OF SAID VOLUME 116 AT PAGE 403; THENCE SOUTH 07 DEGREES 41 MINUTES 16 SECONDS WEST A DISTANCE 32.94 FEET TO A POINT ON THE CENTERLINE OF THE KLAMATH RIVER WAGON ROAD AS NOW CONSTRUCTED; THENCE ALONG SAID CENTERLINE NORTH 82 DEGREES 18 MINUTES 44 SECONDS WEST A DISTANCE OF 188.60 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE CONTINUING ALONG SAID CENTERLINE AND CURVE THROUGH A DELTA ANGLE OF 58 DEGREES 37 MINUTES 18 SECONDS AND AN ARC DISTANCE OF 204.63 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 68 DEGREES 22 MINUTES 37 SECONDS WEST A DISTANCE OF 195.82 FEET); THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 39 DEGREES 03 MINUTES

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EXHIBIT A
(continued)

58 SECONDS WEST A DISTANCE OF 96.80 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 50 DEGREES 56 MINUTES 02 SECONDS WEST A DISTANCE OF 40.79 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.48 ACRES, MORE OR LESS.

THE INTENT OF THE ABOVE DESCRIPTION IS TO DESCRIBE THAT TRACT OF LAND LYING SOUTHEASTERLY OF AND LYING SOUTHWESTERLY OF TAX LOT R-3908-02700-01300-000 AND LYING NORTHWESTERLY OF AND LYING NORTHEASTERLY OF THE CENTERLINE OF THE KLAMATH RIVER WAGON ROAD AS NOW CONSTRUCTED, ALL OF WHICH AS SHOWN ON THE MAP OF PROPERTY LINE ADJUSTMENT NUMBER 20-05 AS SUBMITTED TO THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

Permanent Parcel Number: R498358
DOROTHY E. AGER

7300 ROUND LAKE ROAD, KLAMATH FALLS OR 97601
Loan Reference Number : 20080361717021
First American Order No: 14004148
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



U43972753-01FB05

LN/CREDIT TR DEED

US Recordings