

MT13910 9524

2008-005835

Klamath County, Oregon



00044680200800058350030035

04/22/2008 11:36:01 AM

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 NIKOWA N. KATES AND DANIEL A. KATES, 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 23 day of NOVEMBER, 2007.

Sign Here

Sign Here

Notary Acknowledgment to Follow on Next Page

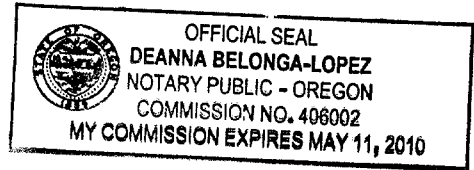
AMERITITLE, has recorded this
Instrument by request as an accomodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

OR-0942NOWLINE-0806 (R00)

24HMT

Done in the presence of:

STATE OF Oregon }
COUNTY OF JACKSON } ss.



On this 23 day of NOVEMBER, 2007, personally appeared the above named NIKOWA N. KATES AND DANIEL A. KATES, AS TENANTS BY THE ENTIRETY and acknowledged the foregoing instrument to be their voluntary act. Before me:

Deanna Belonga-Lopez
Notary Public

My Commission Expires: MAY 11, 2010

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, NOVEMBER 23, 2007, NIKOWA N. KATES, DANIEL A. KATES mortgagor(s):

Legal description:

REAL PROPERTY IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE SE 1/4 SE 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 1°14' WEST 30 FEET AND SOUTH 89°26' WEST 30 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 89°26' WEST 120 FEET TO A POINT; THENCE NORTH 1°14' WEST 125 FEET TO POINT; THENCE NORTH 89°26' EAST 120 FEET TO A POINT; THENCE SOUTH 1°14' EAST 125 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 12 FEET CONVEYED BY DEED RECORDED IN VOLUME M77 PAGE 626, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO SAVINGS AND EXCEPTING THEREFROM THAT PORTION CONTAINED IN DEED RECORDED OCTOBER 31, 2002 IN VOLUME M02 PAGE 62713, RECORDS OF KLAMATH COUNTY, OREGON.

APN: R-530321