

2008-007760

Klamath County, Oregon



00046946200800077600040045

05/29/2008 08:43:37 AM

Fee: \$36.00

Maximum Obligation Limit \$ 100,000.00

Maturity Date 05/25/2033

When recorded return to:

U.S Recordings, Inc.

2925 Country Drive, Suite 201

St. Paul, MN 55117

45396946

State of Oregon

Space Above This Line For Recording Data

ALS#:



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 04/25/2008....
..... The parties and their addresses are:

GRANTOR:

STEVEN A. EBERHART AND WENDY EBERHART husband + wife

☐ 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.

14519801

The property is located in KLAMATH at 7915 GEARHART CT
(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 \$ 100,000.00. 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): **STEVE EBERHART AND WENDY EBERHART**

Note Date: **04/25/2008**

Maturity Date: **04/25/2033**

Principal/Maximum
Line Amount: **100,000.00**

- 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

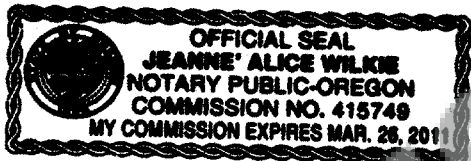
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5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Trust Deed (Master Form), inclusive, dated 01/19/2007 9:50 am and recorded as Recording Number 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) STEVEN A. EBERHART 4/25/08 (Date) (Signature) WENDY EBERHART 4/25/08 (Date)

ACKNOWLEDGMENT: STATE OF Oregon, COUNTY OF Klamath ss. This instrument was acknowledged before me this 25th day of April 2008 by STEVEN A. EBERHART AND WENDY EBERHART husband and wife My commission expires: March 26 2011 (Seal) (Notary Public) Jeanne Alice Wilke



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 5, BLOCK 4, TRACT NUMBER 1002, LA WANDA HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, EXCEPTING THE SOUTHERN PORTION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN MARKING THE MOST SOUTHERN CORNER OF SAID LOT 5; THENCE NORTH 00 DEGREES 01 MINUTE 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5, 423.70 FEET TO A 1/2 INCH IRON PIN; THENCE SOUTH 69 DEGREES 22 MINUTES 33 SECONDS EAST, 325.42 FEET TO A 1/2 INCH IRON PIN ON A POINT ON CURVE OF THE NORTHERLY RIGHT OF WAY LINE OF GEARHART STREET FROM WHICH THE RADIUS POINT OF SAID CURVE BEARS NORTH 68 DEGREES 19 MINUTES 09 SECONDS WEST, 248.85 FEET; THENCE ALONG THE ARC OF A 248.85 FEET RADIUS CURVE TO THE RIGHT (DELTA = 26 DEGREES 19 MINUTES 09 SECONDS: LONG CHORD = SOUTH 34 DEGREES 50 MINUTES 25 SECONDS WEST, 113.31 FEET) 114.31 FEET TO A 5/8 INCH IRON PIN AT THE END OF CURVE; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST, 322.92 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KLAMATH, STATE OF OREGON.

Permanent Parcel Number: R497000

STEVEN A. EBERHART AND WENDY EBERHART, AS TENANTS BY THE ENTIRETY

7915 GEARHART COURT, KLAMATH FALLS OR 97601

Loan Reference Number : 20080981127150

First American Order No: 14519801

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



U45396946-01F304

LN/CREDIT TR DEED

US Recordings