

2008-011921

Klamath County, Oregon



00052018200800119210040048

08/25/2008 10:26:48 AM

Fee: \$36.00



LILLEY, BARBARA O

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

This Instrument Was Prepared By:

D.MCCANCE
Citibank
P.O. Box 790017, MS 221
St. Louis, MO 63179
(866) 247-3614

ACCOUNT NO.: 108072112845000

LINE OF CREDIT INSTRUMENT

The tax account number for the Property is *3808-01580-01000-000*

HOME EQUITY LINE OF CREDIT DEED OF TRUST

DEFINITIONS: Words used in multiple sections of this Home Equity Line of Credit Short Form Deed of Trust are defined below and in the Home Equity Line of Credit Master Form Deed of Trust.

"Master Deed of Trust" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on **2/12/2008**, in Book/Volume **N/A**, at Page(s) **N/A**, or Recording No. **2008-001781**, for land situated in the County of **KLAMATH**.

The "Deed of Trust" means all of the terms, covenants and conditions contained in these pages as well as those terms and conditions contained in the Master Deed of Trust described above. All of the provisions of the Master Deed of Trust are incorporated into this Deed of Trust by reference. A copy of the Master Deed of Trust has been furnished to you.

In this Deed of Trust, DATED **08/14/2008** "You," "Your," and "Yours" means **BARBARA O. LILLEY** "Trustor" and "We," "Us," and "Our" means Citibank, N.A., a national banking association, whose home address is 3900 Paradise Road, Suite 127, Las Vegas, Nevada 89109 ("Beneficiary"). The "Trustee" means **FIRST AMERICAN TITLE INS. CO. OF OREGON, 200 SW MARKET ST., SUITE 250, PORTLAND, OR 97201**, or any successor appointed pursuant to paragraph 28 of this Deed of Trust. The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Deed of Trust.

THIS DEED OF TRUST between You and Us is made as of the date next to Your first signature below and has a final maturity date 30 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed **\$30,000.00** (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the

Deed of Trust, continued



Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the property to be executed to Trustor and such release is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower and, in consideration of the indebtedness herein recited, You hereby irrevocably grant and convey to the Trustee, in trust for our benefit, with power of sale, the following property located in the County of **KLAMATH**, State of Oregon described below or in the exhibit attached to and made a part of this Deed of Trust:

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

LOT 833, TRACT 1404-REPLAT OF LOT 792-795 AND 818-820 OF RUNNING Y RESORT, PHASE 10-TRACT 1394, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY OREGON.

PARCEL ID: 3808-015BD-01000-000

PROPERTY ADDRESS: 4615 COOPERS HAWK RD

which has the address of **4615 COOPERS HAWK RD, KLAMATH FALLS, OR 97601** (herein, "Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Deed of Trust is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first deed of trust. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Deed of Trust.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR DEED OF TRUST OR MORTGAGE

We and You request the holder of any encumbrance with a lien which has priority over this Deed of Trust give notice to Us, at Our address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action with respect to the Property whose legal description is annexed hereto.

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Deed of Trust, continued



IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS DEED OF TRUST, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED HEREIN.

IF TRUSTOR IS AN INDIVIDUAL

Barbara O. Lilley 08/14/2008
Trustor: **BARBARA O. LILLEY**
☐ Married ☒ Unmarried

Trustor:
☐ Married ☐ Unmarried

Trustor:
☐ Married ☐ Unmarried

Trustor:
☐ Married ☐ Unmarried

☐ Married ☐ Unmarried

☐ Married ☐ Unmarried

FOR INDIVIDUAL BORROWER(S):

STATE OF OREGON)

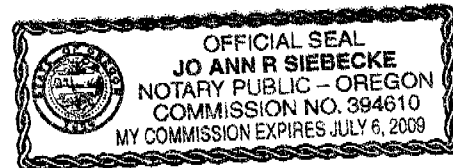
County of KLAMATH)

This instrument was acknowledged before me on 08/14/2008 by BARBARA O. LILLEY.

Jo Ann R. Siebecke
(Signature of notarial officer)
(Seal, if any)

NOTARY PUBLIC
(Title or rank)

My commission expires: 07.06.2009



FOR INDIVIDUAL TRUSTEE:

STATE OF OREGON)

County of _____)

This instrument was acknowledged before me on _____ (date) by _____
(name of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.)
of _____. (name of party on behalf of whom instrument was executed).

(Signature of notarial officer)
(Seal, if any)

(Title or rank)

My commission expires: _____

Deed of Trust, continued



FOR CORPORATE TRUSTEE:

STATE OF OREGON)
) SS
County of _____)

This instrument was acknowledged before me on _____ (date) by _____
(name of person(s)) as _____ (type of authority, e.g., officer, etc.)
of _____, a corporation, the Trustee for the Trust known as _____. (name of Trust on behalf of whom instrument was
executed)

(Signature of notarial officer)
(Seal, if any)

(Title or rank)

My commission expires: _____

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Agreement secured by this Deed of Trust. The Agreement together with all other indebtedness and obligations secured by this Deed of Trust have been paid and performed in full. Trustee is hereby directed to cancel the Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all estate now held by Trustee to the persons legally entitled thereto.

Date: _____