

UTC 1396-9246

2008-016890

Klamath County, Oregon



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12/29/2008 03:57:52 PM

Fee: \$31.00

After Recording Return to:  
Wells Fargo Financial Bank  
P.O. Box 5943  
Sioux Falls, SD 57117-5943

**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 SUSAN M. KIRK AND DOUGLAS KIRK, HUSBAND AND WIFE, 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 25 day of JULY, 2008.

Sign Here

Sign Here

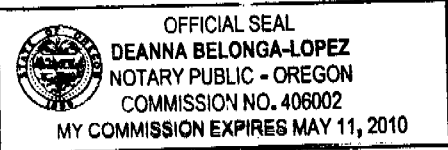
Notary Acknowledgment to Follow on Next Page

AMERITITLE has recorded this instrument by request as an accommodation 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.

31amt

Done in the presence of:

STATE OF Oregon }  
COUNTY OF JACKSON } ss.



On this 25 day of JULY, 2008, personally appeared the above named SUSAN M. KIRK AND DOUGLAS KIRK, HUSBAND AND WIFE and acknowledged the foregoing instrument to be their voluntary act. Before me:

  
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, JULY 25, 2008, SUSAN M. KIRK,  
DOUGLAS KIRK mortgagor(s):

Legal description:

BEGINNING AT A POINT ON THE SOUTH LINE OF NW1/4 OF NE1/4 OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHERLY LINE OF HOLIDAY DRIVE AND THE WESTERLY LINE OF THIRD STREET ALSO KNOWN AS THE WEYERHAEUSER COUNTY ROAD; THENCE SOUTH 41 DEGREES 10' EAST ALONG THE WESTERLY LINE OF SAID THIRD STREET A DISTANCE OF 100 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF THIRD STREET ALONG THE ARC OF 321.0 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH CURVE BEARS SOUTH 28 DEGREES 40' EAST 139.08 FEET A DISTANCE OF 140.19 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF THIRD STREET, SOUTH 16 DEGREES 10' EAST A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 30' WEST A DISTANCE OF 199.6 FEET; THENCE NORTH 70 DEGREES 19' WEST TO THE WESTERLY LINE OF VACATED FOURTH STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID STREET TO THE SOUTHEAST CORNER OF LOT 33, BLOCK 21 OF VACATED WEST KLAMATH; THENCE SOUTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 23 OF VACATED WEST KLAMATH; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF LOTS 8, 7, 6, 5, 4, 3, 2 AND 1 TO THE SOUTHEASTERLY CORNER OF LOT 13, BLOCK 22 OF VACATED WEST KLAMATH; THENCE NORTHEASTERLY TO THE WEST LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

APN: R496029