

2009-011497

Klamath County, Oregon



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08/27/2009 08:40:09 AM

Fee: \$36.00

Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202



015020004-000074915

Return To (name and address):
US Recordings
2925 Country Drive STE 201
St. Paul, MN 55117

Tax Account Number:
Maximum Obligation Limit \$55,000.00.....
Maturity Date08/02/2039.....

State of Oregon

Space Above This Line For Recording Data

75919810

**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) is08/04/2009..... The parties and their addresses are:

GRANTOR:
CHARLES T. EBNER AND DEBRA C. EBNER, HUSBAND AND 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,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

Lender is the beneficiary under this Security Instrument.

OREGON - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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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:
See attached Exhibit "A"

The property is located in KLAMATH COUNTY..... at
(County)
11920 HIGHWAY 39, KLAMATH FALLS....., Oregon 97603-9824.....
(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 \$ 55,000.00..... 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): CHARLES EBNER and DEBRA EBNER
Principal/Maximum Line Amount: 55,000.00
Maturity Date: 08/02/2039
Note Date: 08/04/2009
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- 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

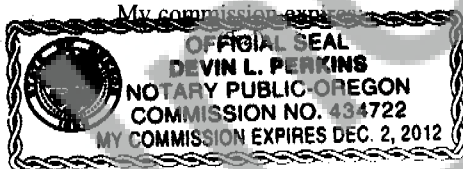
5. **MASTER FORM.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Trust Deed (Master Form), inclusive, dated 01/19/2007 and recorded as Recording Number or Instrument Number 2007-000974 in Book at Page(s) in 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) CHARLES T. EBNER (Date) Aug 4, 2009 (Signature) DEBRA C. EBNER (Date) 8/4/09

ACKNOWLEDGMENT:

(Individual) STATE OF Oregon, COUNTY OF Klamath ss. This instrument was acknowledged before me this 4 day of August 2009 by CHARLES T. EBNER AND DEBRA C. EBNER, HUSBAND AND WIFE



(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)

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 15020004
Order Date : 07/24/2009
Reference : 20091951323390
Name : CHARLES EBNER
 DEBRA EBNER
Deed Ref : M05/57590

Index #:

Parcel #: R90984

SITUATED IN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 1; THENCE NORTH 89 DEG. 45' 40" WEST ALONG THE NORTH LINE OF SAID SE 1/4 30.00 FEET TO A 3/4 INCH IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF OREGON STATE HIGHWAY NO. 39 AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING NORTH 89 DEG. 45' 40" WEST ALONG SAID NORTH QUARTER SECTION LINE, 1877.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE KLAMATH IRRIGATION DISTRICT, NO. 19 DRAIN; THENCE ALONG SAID DRAIN RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 19 DEG. 02' 07" WEST 92.67 FEET; SOUTH 42 DEG. 01' 53" EAST, 430.24 FEET; SOUTH 62 DEG. 32' 19" EAST, 162.80 FEET; SOUTH 85 DEG. 24' 20" EAST 286.92 FEET; SOUTH 54 DEG. 01' 20" EAST 311.01 FEET; SOUTH 75 DEG. 05' 16" EAST, 589.62 FEET; NORTH 39 DEG. 56' 26" EAST, 570.09 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF HIGHWAY 39; THENCE NORTH 00 DEG. 11' 45" EAST ALONG SAID HIGHWAY RIGHT OF WAY LINE 394.75 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME M05, PAGE 57590, OF THE KLAMATH COUNTY, OREGON RECORDS.



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