

2009-014441
Klamath County, Oregon



00075232200900144410040044

11/10/2009 09:32:38 AM

Fee: \$52.00

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



015214242-000094143

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

Tax Account Number:
Maximum Obligation Limit \$36,000.00.....
Maturity Date10/13/2019.....

State of Oregon

Space Above This Line For Recording Data

76049295

**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) is10/19/2009..... The parties and their addresses are:

GRANTOR:
THEODORE V. FIFIELD AND JOAN M. FIFIELD, WHO ARE 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.

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)
2342 AUTUMN AVE. KLAMATH FALLS....., Oregon 97601-5507.....
(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 \$36,000.00..... 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): TED FIFIELD and JOAN FIFIELD
Principal/Maximum Line Amount: 36,000.00
Maturity Date: 10/13/2019
Note Date: 10/18/2009
A
- 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, dated01/19/2007..... 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.

Theodore V. Fifield 10-21-09 *Joan M. Fifield* 10-21-09
(Signature) THEODORE V. FIFIELD (Date) (Signature) JOAN M. FIFIELD (Date)

ACKNOWLEDGMENT: *Oregon* STATE OF, COUNTY OF *Klamath*, ss.
(Individual) This instrument was acknowledged before me this *21* day of *October* 2009
by ..THEODORE V. FIFIELD AND JOAN M. FIFIELD, WHO ARE HUSBAND AND
WIFE



Devin L. Perkins
(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 #: 15214242
Order Date : 10/01/2009
Reference : 20092731446292
Name : TED FIFIELD
JOAN FIFIELD
Deed Ref : M71-4574

Index #:

Parcel #: R532677

SITUATED IN KLAMATH COUNTY, OREGON, TO-WIT:

LOT 20, BLOCK 1 OF RIVERVIEW SECOND ADDITION, ALSO A PORTION OF SW1/4 NW1/4 AND NW1/4 SW 1/4 OF SECTION 5, TWP. 39 S.R. 9 E.W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NW1/4 SW1/4 OF SEC. 5, TWP. 39 S.R. 9 E.W.M., WHICH IS SOUTH 0 DEG 06' WEST, 130 FEET AND THENCE NORTH 89 DEG. 17' EAST, 1278.67 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 5 AND 6 OF SAID TOWNSHIP AND RANGE, WHICH QUARTER CORNER IS MARKED BY A ONE-INCH PIPE SET AS PER COUNTY SURVEY NO. 267; THENCE NORTH 0 DEG. 03' EAST, 211.67 FEET; THENCE NORTH 89 DEG. 57' EAST, 20 FEET; THENCE SOUTH 0 DEG. 03' WEST 211.42 FEET; THENCE SOUTH 89 DEG. 17' WEST, 20 FEET TO THE POINT OF BEGINNING, BEING A PARCEL OF LAND IN SW1/4 NW1/4 AND THE NW1/4 SW1/4 OF SEC. 5, TWP. 39 SOUTH, RANGE 9 E.W.M., EXCEPTING ANY PORTION OF LOT 20, BLOCK 1, RIVERVIEW SECOND ADDITION CONTAINED IN THE ABOVE DESCRIBED PARCEL.

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 DOCUMENT NO. M71-4574, OF THE KLAMATH COUNTY, OREGON RECORDS.



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