

2010-007265

Klamath County, Oregon



00085843201000072650080080

06/15/2010 08:48:16 AM

Fee: \$72.00

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



016627273-000127706

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

Tax Account Number: .....  
Maximum Obligation Limit \$.70,000.00.....  
Maturity Date .....03/01/2040.....

State of Oregon

Space Above This Line For Recording Data

763 684 2

## 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 .....03/02/2010..... The parties and their addresses are:

**GRANTOR:**

ROBERT L. BOGART AND DE ANN M. BOGART, HUSBAND AND WIFE AS TO AN  
UNDIVIDED 1/2 INTEREST AND ROBERT L. BOGART, SUCCESSOR TRUSTEE OF THE  
RUTH M. MCDANIEL TRUST U/D/A MAY 22, 2002, AS TO AN UNDIVIDED 1/2 INTEREST

- ☐ 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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RLB

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EmB

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)  
3735 PINE TREE DR., KLAMATH FALLS ..... Oregon 97603-9642 .....  
(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 \$ 70,000.00 ..... 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): ROBERT LOUIS BOGART and DEANN BOGART  
Principal/Maximum Line Amount: 70,000.00  
Maturity Date: 03/01/2040  
Note Date: 03/02/2010
- 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) ROBERT L. BOGART, Trustee (Date) 3/3/10 (Signature) ROBERT L. BOGART (Date) 3/3/10

**ACKNOWLEDGMENT:**

(Individual) STATE OF OREGON, COUNTY OF KLAMATH } ss.  
This instrument was acknowledged before me this 3rd day of MARCH 2010  
by ROBERT L. BOGART AND DE ANN M. BOGART, HUSBAND AND WIFE AND  
ROBERT L. BOGART, SUCCESSOR TRUSTEE

My commission expires:  
(Seal)

(Notary Public)

see attached

**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)

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Oregon  
COUNTY OF Klamath  
CUSTOMER NAME Robert L Bogart (Trustee)  
On 3/3/10 before me, Devin Perkins, a Notary Public,  
(DATE) as  
personally appeared, Robert L Bogart (Trustee)

\_\_\_\_\_ personally known to me OR X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Devin L Perkins  
NOTARY SIGNATURE

My Commission Expires: 12-2-2012

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ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF

Oregon

COUNTY OF

Clatsop

CUSTOMER NAME

Robert L Bogart

On

3/3/10  
(DATE)

before me,

Devin Perkins

, a Notary Public,

personally appeared,

Robert L Bogart

\_\_\_\_\_ personally known to me

OR

X

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Devin L. Perkins*  
NOTARY SIGNATURE

My Commission Expires:

12-2-2012

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SIGNATURE ADDENDUM

Date of Real Estate Document: 03/02/2010

Additional Parties Type:

Name and Address of Parties:

**SIGNATURES.** By signing, the undersigned agree to the terms contained in the named real estate document. The undersigned also acknowledge receipt of a copy of this named real estate document.

  
Signature DE ANN M. BOGART

Signature

Signature

Signature

Signature

Signature

Signature

Signature

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ACKNOWLEDGMENT.

(Individual)

STATE OF Oregon, COUNTY OF Clatsop } ss.  
This instrument was acknowledged before me this 22<sup>nd</sup> day of March 2010  
by DE ANN M. BOGART, Married

My commission expires:



Devin L. Perkins  
(Notary Public)

(Individual)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
(Notary Public)

(Individual)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
(Notary Public)

(Individual)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
(Notary Public)

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**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 16627273  
Order Date : 02/19/2010  
Reference : 20100501252130  
Name : ROBERT LOUIS BOGART  
          DEANN BOGART  
Deed Ref : 2008-016553

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Index #:  
Parcel #: R591979

**SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON: LOT 2 BLOCK 3, SAVING AND EXCEPTING THE SOUTH 6.00 FEET THEREOF, IN PINE GROVE PONDEROSA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**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. 2008-016553, OF THE KLAMATH COUNTY, OREGON RECORDS.**



\*U01270155\*

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