2010-011616 Klamath County, Oregon

10/01/2010 08:18:59 AM



Fee: \$57.00

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

017618229-000179432

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

TAX ACCOUNT NUMBER:

___ State of Oregon _

_ Space Above This Line For Recording Data

SHORT FORM TRUST DEED LINE OF CREDIT

(With Future Advance Clause)

[3] If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their

GRANTOR: LESLIE R. AGER, WHO IS UNMARRIED

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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™ Form USBOCPSFDTOR 9/14/2009

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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.CQUNI	[.Y at	- H - H-
(Cou	nty)	
8510 KERNS SWAMP RD, KLAMATH FA	LLS Oregon .	97601-9072
(Address)	(City)	(ZIP Code)
Together with all rights, easements, appurtena	nces, royalties, mineral rights, o	il and gas rights, all
water and riparian rights, ditches, and water sto	ock and all existing and future ir	mprovements,
structures, fixtures, and replacements that may		re, be part of the real
estate described above (all referred to as "Propo	erty").	

- 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): LESLIE AGER

Principal/Maximum Line Amount: 15,286.00

Maturity Date: 09/01/2035 Note Date: 09/01/2010

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		
6.	OTHER TERMS.		
Inst on t	GNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security trument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form. 9 100		
	KNOWLEDGMENT: STATE OF CLOON , COUNTY OF COUNTY OF SS. Vidual) This instrument was alknowledged before me this by LESLIE R. AGER, WHO IS UNMARRIED		
١	My commission expires: (Seal) 12-2-2012 (Notary Public)		
	OFFICIAL SEAL DEVIN L. PERKINS NOTARY PUBLIC-OREGON COMMISSION NO. 434722 MY COMMISSION EXPIRES DEC. 2, 2012		

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(Not to b	T FOR RECONVEYANCE e completed until paid in full)	
TO TRUSTEE:		
together with all other indebtedness so hereby directed to cancel this Deed of	ote or notes secured by this Deed of Trust. ecured by this Deed of Trust, have been pa Trust, which is delivered hereby, and to re u under this Deed of Trust to the person o	aid in full. You are convey, without
(Authorized Bank Signature)	(Date)	



EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 17618229

Index #:

Order Date: 07/19/2010

Reference: 20102001308241

Parcel #: R498474

Name: LESLIE AGER Deed Ref: M05/27536

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON:

A PARCEL OF LAND LYING WITHIN THE BOUNDS OF THAT TRACT OF REAL PROPERTY RECORDED IN VOLUME 222, PAGE 301 OF DEED RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED THEREIN AS BEING A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMET IE MERIDIAN, KLAMATH COUNTY, OREGON, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF ABOVE SAID TRACT OF REAL PROPERTY WHICH CORNER IS DESCRIBED AS BEARING EAST ALONG THE SECTION LINE 2074.11 FEET, THENCE NORTH 25 DEGREES 22' WEST 761.0 FEET FROM THE 1/4 CORNER ON THE SOUTH BOUNDARY OF SAID SECTION 28 AND WHICH CORNER IS ALSO DESCRIBED AS BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF THE KLAMATH FALLS-ASHLAND HIGHWAY; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 418.00 FEET TO A 1/2" STEEL ROD MARKING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FOLLOWING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE AFORESAID HIGHWAY NORTH 47 DEGREES 20' EAST, 143.16 FEET TO A 1/2 INCH STEEL ROD ON THE WESTERLY RIGHT OF WAY BOUNDARY OF AN EXISTING COUNTY ROAD; THENCE ALONG SAME SOUTH 35 DEGREES 13' EAST, A DISTANCE OF 265,00 FEET TO A 1/2 INCH STEEL ROD; THENCE SOUTH 47 DEGREES 20' WEST, PARALLEL WITH THE FIRST COURSE DESCRIBED ABOVE, A DISTANCE OF 190.64 FEET TO A 1/2 INCH STEEL ROD; THENCE NORTH 25 DEGREES 22' WEST, 275.21 FEET TO THE TRUE 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 27536, OF THE KLAMATH COUNTY, OREGON RECORDS.

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