2010-011617 Klamath County, Oregon



10/01/2010 08:21:37 AM

Fee: \$57.00

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

Cincinnati, OH, 45202 016900636-000165745

Return To (name and address): US Recordings

2925 Country Drive STE 201 St. Paul, MN 55117

TAX ACCOUNT NUMBER:

True and Actual Consideration is:

_ State of Oregon		Croco Albovo	Thic I inc Ec.	r Recording Data
_ State of Oregon		Space Appro	This Line Fo	i Necorunig Data

SHORT FORM TRUST DEED LINE OF CREDIT

(With Future Advance Clause)

1.	DATE AND PARTIES.	The date of this Shor	t Form Trust Deed Lin	ne of Credit (Security	Instrument)
	is07/2	21/2010	The parties and t	heir addresses are:	- 16

GRANTOR:

LARRY D. BROWN AND CARIE L. BROWN, WHO ARE HUSBAND AND WIFE

If checked, refer to the attached Addendum incorporated	herein,	for ad	ditional	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, QR 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.

page 1 61)4)

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 COU	UN I Y	at	
* * -	(County)		
10422 XENIA ST., CRESCENT LAKE.		Orego	n 97425
(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").

- 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): CARIE BROWN and LARRY BROWN

Principal/Maximum Line Amount: 50,000.00

Maturity Date: 07/30/2030 Note Date: 07/21/2010

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 Instrument.

٥.	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)
	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.
	will be offered for record in the same county in which the infastor rothin was recorded.
	OTHER TERMS. Mortgage Rider - Escrow for Taxes and Insurance. If checked, the
6.	7
	covenants and agreements of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into
	and supplement and amend the terms of this Security Instrument.
SIG	SNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security
	rument 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.
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- /	
- {	NAUTO 7-H-1) Lamp Bun 7-21-10 Tature) CARIE L BROWN (Date) (Signature) LARRY D. BROWN (Date)
\ دداک	nature) CARIE L. BROWN (Date) (Signature) LARRY D. BROWN (Date)
(Sigi	(Date) CARTE E. BROVIII (Date)
AC	KNOWLEDGMENT:
	STATE OF CALGO, COUNTY OF ALESON SS.
(Indi	KNOWLEDGMENT: STATE OF OXEGON COUNTY OF PESCH 3
h	by LARRY D. BROWN AND CARIE L. BROWN, WHO ARE HUSBAND AND WIFE
ь.	by
ч	1000 010
	My commission expires: BC (Seal) 3 2011
	Betway 3, 2011
	(Notary Public)

REQUEST FOR RECONVE	EYANCE
(Not to be completed until pai	id in full)
TO TRUSTEE:	
The undersigned is the holder of the note or notes secured by together with all other indebtedness secured by this Deed of Thereby directed to cancel this Deed of Trust, which is delivere warranty, all the estate now held by you under this Deed of Trustled thereto.	rust, have been paid in full. You are ded hereby, and to reconvey, without
(Authorized Bank Signature)	(Date)

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 16900636

Index #:

Order Date: 05/24/2010

Parcel #: R166876

Reference: 20101381806000

Name : CARIE BROWN LARRY BROWN

Deed Ref: M04/49618

SITUATED IN KLAMATH COUNTY, OREGON:

LOT 1 IN BLOCK 10 OF TRACT 1122, 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 VOLUME M04, PAGE 49618, OF THE KLAMATH COUNTY, OREGON RECORDS.

9/20/2010_ 76636804/1