

2011-008451

Klamath County, Oregon



00104893201100084510090099

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

07/20/2011 10:27:10 AM

Fee: \$77.00



019106106-000272470

Return To (name and address):  
Indecomm Global Services  
2925 Country Drive  
Little Canada, MN 55117

TAX ACCOUNT NUMBER:

Maximum Obligation Limit \$..100,000.00.....

Maturity Date .....05/24/2036.....

True and Actual Consideration is:

State of Oregon

Space Above This Line For Recording Data

17209378

**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 .....05/25/2011..... The parties and their addresses are:

GRANTOR:

CRAIG L. BULLER AND J. RANELL MACHADO AND JOAN L. SPIRY AND A LIFE ESTATE  
TO LEROY A. BULLER

- ☐ 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.

*[Handwritten signatures and initials]*

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)  
47160 HIGHWAY 97 N., CHILOQUIN, Oregon 97624-9634  
(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 \$ 100,000.00. 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).**)

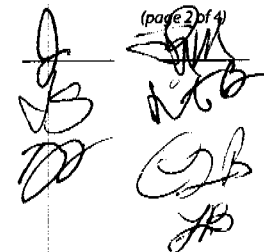
Borrower(s): JAMES MACHADO and JANICE MACHADO

Principal/Maximum Line Amount: 100,000.00

Maturity Date: 05/24/2036

Note Date: 05/25/2011

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.

(page 2 of 4)  


- 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 2007-000973 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.

6. **OTHER TERMS.** ☐ **Mortgage Rider - Escrow for Taxes and Insurance.** If checked, the 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.

**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) CRAIG L. BULLER 4/27/11

(Date)

(Signature) J. RANELL MACHADO 5/26/11

(Signature)

(Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF Oregon, COUNTY OF Klamath ss.  
This instrument was acknowledged before me this 26 day of May 2011  
by CRAIG L. BULLER AND J. RANELL MACHADO AND JOAN L. SPIRY AND A  
LIFE ESTATE TO LEROY A. BULLER

My commission expires:  
(Seal)

(Signature) Devin L. Perkins  
(Notary Public)



J  
JS  
TD

SRM  
VAB  
GB  
JB

**REQUEST FOR RECONVEYANCE**

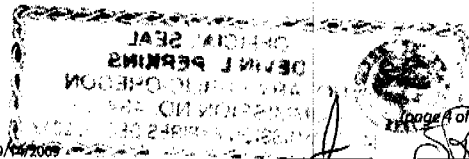
(Not to be completed until paid in full)

**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)



*[Handwritten signatures and initials]*  
J. S. [illegible]  
[illegible]  
[illegible]  
[illegible]  
[illegible]

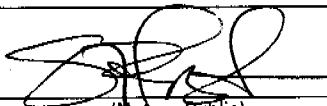
ACKNOWLEDGMENT.

(Individual)

STATE OF Nebraska, COUNTY OF Lancaster ss.  
This instrument was acknowledged before me this 8 day of June, 2011  
by JOAN L. SPIRY, Married

My commission expires: 9-21-2014

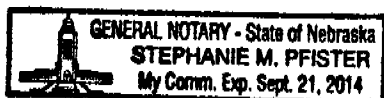


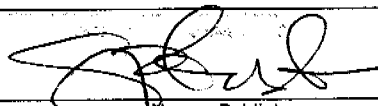
  
(Notary Public)

(Individual)

STATE OF Nebraska, COUNTY OF Lancaster ss.  
This instrument was acknowledged before me this 8 day of June, 2011  
by LEROY A. BULLER (RETAINS LIFE ESTATE)

My commission expires: 9-21-2014

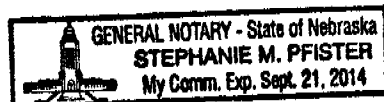


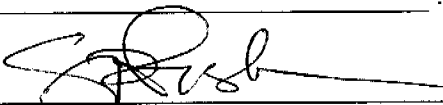
  
(Notary Public)

(Individual)

STATE OF Nebraska, COUNTY OF Lancaster ss.  
This instrument was acknowledged before me this 10 day of June, 2011  
by DAN SPIRY, Married

My commission expires: 9-21-14



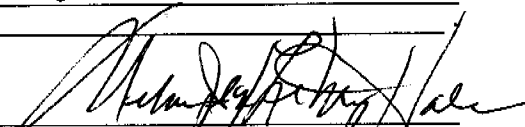
  
(Notary Public)

(Individual)

STATE OF California, COUNTY OF San Joaquin ss.  
This instrument was acknowledged before me this 27th day of June, 2011  
by LINDA BULLER, Married

My commission expires: 6-6-15



  
(Notary Public)

**SIGNATURE ADDENDUM**

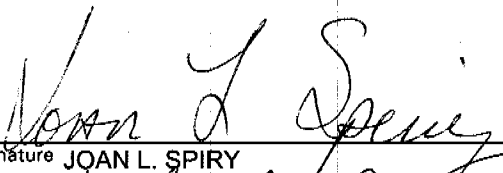
Date of Real Estate Document: 05/25/2011

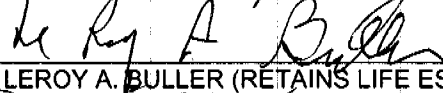
Additional Parties Type: \_\_\_\_\_

Name and Address of Parties: \_\_\_\_\_




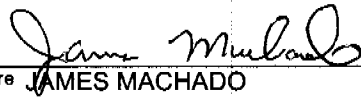
**SIGNATURES.** By signing, the undersigned agree to the terms contained in the named real estate document. The undersigned also acknowledge receipt of a copy of this named real estate document.

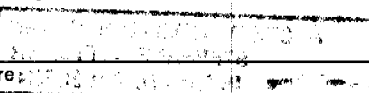
  
Signature JOAN L. SPIRY

  
Signature LEROY A. BULLER (RETAINS LIFE ESTATE)

  
Signature DAN SPIRY

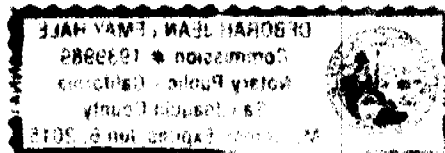
  
Signature LINDA BULLER

  
Signature JAMES MACHADO

  
Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**EXHIBIT "A" LEGAL DESCRIPTION**

Account #: 19106106  
Order Date : 05/02/2011  
Reference : 20111221520140  
Name : JAMES MACHADO  
JANICE MACHADO  
Deed Ref : 2011-004626

Index #:

Parcel #: R189325

1 of 2

SITUATED IN KLAMATH COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO WIT:

**PARCEL 1:**

A TRACT OF LAND SITUATED IN THE NE 1/4 SE 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; THENCE SOUTH 05 DEG. 16' 30" EAST 169.52 FEET TO A 5/8" IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY NO. 97; THENCE SOUTH 09 DEG. 46' 38" WEST ALONG SAID RIGHT OF WAY LINE 284.86 FEET; THENCE NORTH 89 DEG. 04' WEST PARALLEL TO THE NORTH LINE OF SAID NE 1/4 SE 1/4 600 FEET, MORE OR LESS TO THE CENTER THREAD OF SPRING CREEK; THENCE NORTHWESTERLY ALONG SAID CENTER THREAD OF SPRING CREEK TO A POINT THAT BEARS NORTH 89 DEG. 04' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 04' EAST 780 FEET MORE OR LESS TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORDED SURVEY NO. 2480.

EXCEPTING THEREFROM A TRACT OF LAND SITUATED IN THE NE 1/4 SE 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 97, FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 4 BEARS NORTH 09 DEG. 46' 38" EAST 82.45 FEET AND NORTH 05 DEG. 16' 30" WEST 169.52 FEET; THENCE SOUTH 09 DEG. 46' 38" WEST ALONG SAID RIGHT OF WAY LINE 202.41 FEET; THENCE NORTH 89 DEG. 04' WEST PARALLEL TO THE NORTH LINE OF SAID NE 1/4 SE 1/4 600 FEET MORE OR LESS TO THE CENTER THREAD OF SPRING CREEK; THENCE NORTHWESTERLY ALONG SAID CENTER THREAD OF SPRING CREEK TO A POINT THAT BEARS NORTH 89 DEG. 04' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 04' EAST 880 FEET MORE OR LESS TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORDED SURVEY NO. 2459.

**PARCEL 2:**

A TRACT OF LAND SITUATED IN THE NE 1/4 SE 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 97, FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 4 BEARS NORTH 09 DEG. 46' 38" EAST 82.45 FEET AND NORTH 05 DEG. 16' 30" WEST 169.52 FEET; THENCE SOUTH 09 DEG. 46' 38" WEST ALONG SAID RIGHT OF WAY LINE 202.41 FEET; THENCE NORTH 89 DEG. 04' WEST PARALLEL TO THE NORTH LINE OF SAID NE 1/4 SE 1/4 600 FEET, MORE OR LESS TO THE CENTER THREAD OF SPRING CREEK; THENCE NORTHWESTERLY ALONG SAID CENTER THREAD OF SPRING CREEK TO A POINT THAT BEARS NORTH 89 DEG. 04' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 04' EAST 880 FEET MORE OR LESS, TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORDED SURVEY NO. 2459.

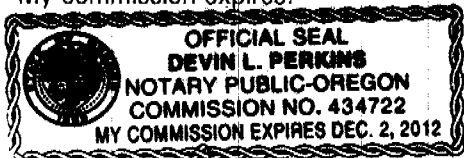


ACKNOWLEDGMENT.

(Individual)

STATE OF Oregon, COUNTY OF Ulamath } ss.  
This instrument was acknowledged before me this 26 day of May 2011  
by JAMES MACHADO, Married

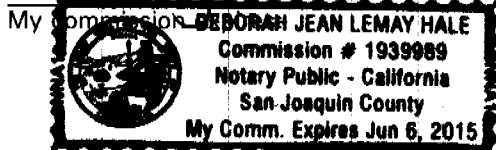
My commission expires:



Devin L. Perkins  
(Notary Public)

(Individual)

STATE OF California, COUNTY OF San Joaquin } ss.  
This instrument was acknowledged before me this 27 day of June 2011  
by Craig Butler



My commission expires:

6-6-15 Deborah Jean Lemay Hale  
(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)



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 2 of 2

Account #: 19106106  
Order Date : 05/02/2011  
Reference : 20111221520140  
Name : JAMES MACHADO  
          JANICE MACHADO  
Deed Ref : 2011-004626

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Index #:  
  
Parcel #: R189325

**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. 2011-004626,  
OF THE KLAMATH COUNTY, OREGON RECORDS.**



\*U02050925\*

6601 7/11/2011 77209378/1

