

Jun-17-2011 11:30 AM US Bank 6192258826

7/17

2011-009605

Klamath County, Oregon



00106335201100096050050052

08/22/2011 10:07:13 AM

Fee: \$57.00

Prepared By:

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



019068979-000279007

Return To (name and address):

Indecomm Global Services
2925 Country Drive
Little Canada, MN 55117

TAX ACCOUNT NUMBER:

Maximum Obligation Limit \$.37,700.00.....

Maturity Date06/17/2036.....

True and Actual Consideration is:

State of Oregon

Space Above This Line For Recording Data

17253810

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) is06/17/2011..... The parties and their addresses are:

GRANTOR:

FRANK ST. CLAIR AND GABRIELE ST. CLAIR, 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)

17707 SKEEN RANCH RD., SPRAGUE RIVER....., Oregon 97639-8606.....
(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 \$ 37,700.00..... 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): FRANK STCLAIR
Principal/Maximum Line Amount: 37,700.00
Maturity Date: 06/17/2036
Note Date: 06/17/2011

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.

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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 #: 19068979
Order Date : 04/19/2011
Reference : 20111081909220
Name : FRANK STCLAIR
Deed Ref : 2010-006453

Index #:
Parcel #: R324269

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

PARCEL I: THAT PORTION OF THE E-1/2 E1/2 SW 1/4 OF SECTION 6 TOWNSHIP 36 SOUTH RANGE 10 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF KLAMATH STATE OF OREGON LYING SOUTHERLY & WESTERLY OF THE SPRAGUE RIVER.

PARCEL II: THE WESTERLY 205 FEET OF THE SE 1/4 OF SECTION 6 TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN .

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. 2010-006453, OF THE KLAMATH COUNTY, OREGON RECORDS.



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