

2012-002631

Klamath County, Oregon



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03/12/2012 09:08:11 AM

Fee: \$57.00

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



020479473-000375675

Return To (name and address):
Indecomm Global Services
2925 Country Drive
Little Canada, MN 55117 77546372

TAX ACCOUNT NUMBER:

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

Maturity Date02/29/2032.....

True and Actual Consideration is:

_____ State of Oregon _____ Space Above This Line For Recording Data _____

**SHORT FORM TRUST DEED
LINE OF CREDIT**

(With Future Advance Clause)

I. DATE AND PARTIES. The date of this Short Form Trust Deed Line of Credit (Security Instrument) is02/17/2012..... . The parties and their addresses are:

GRANTOR:

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

KLAMATH COUNTY, at
10422 XENIA ST
CRESCENT LAKE, OR 97733

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.

CJB

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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 COUNTY at
(County)
10422 XENIA ST. CRESCENT LAKE Oregon 97733
(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 \$ 108,000.00 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): CARIE BROWN and LARRY BROWN
Principal/Maximum Line Amount: 108,000.00
Maturity Date: 02/29/2032
Note Date: 02/17/2012
- 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.

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)

Unofficial Copy

UAB (page 4 of 4)
[Signature]

EXHIBIT "A" LEGAL DESCRIPTION

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Account #: 20479473
Order Date : 01/13/2012
Reference : 20120131635430
Name : CARIE BROWN
LARRY BROWN
Deed Ref : M04-49618

Index #:
Registered Land :
Parcel #: R166876

**THE FOLLOWING DESCRIBED REAL PROPERTY FREE OF LIENS AND ENCUMBRANCES,
EXCEPT AS SPECIFICALLY SET FORTH HEREIN:**

**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 DOCUMENT NO. M04-49618,
OF THE KLAMATH COUNTY, OREGON RECORDS.**



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