

2012-011703

Klamath County, Oregon



00126079201200117030080089

10/22/2012 10:03:05 AM

Fee: \$72.00

Prepared By:

Southwest Financial Services, Ltd.

537 E Pete Rose Way, STE 300

Cincinnati, OH 45202



021249488-000464754

Return To (name and address):

Indecomm Global Services

2925 Country Drive

Little Canada, MN 55117

TAX ACCOUNT NUMBER:

Maximum Obligation Limit \$.106,200.00.....

Maturity Date10/15/2027.....

True and Actual Consideration is:

_____ State of Oregon 78081004 _____ Space Above This Line For Recording Data _____

**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) is09/28/2012..... The parties and their addresses are:

GRANTOR:

BOB W. BYERS AND SUSAN A. BYERS, HUSBAND AND WIFE

KLAMATH COUNTY, at

7825 WAGNON ST

LA PINE, OR 97739-2882

☐ 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)
7825 WAGNON ST., LA PINE....., Oregon 97739-2882.....
(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 \$ 106,200.00..... 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): BOB BYERS and SUSAN BYERS

Principal/Maximum Line Amount: 106,200.00

Maturity Date: 10/15/2027

Note Date: 09/28/2012

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.

- 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.

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 2007-000974 in Book KLAMATH at Page(s) 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.

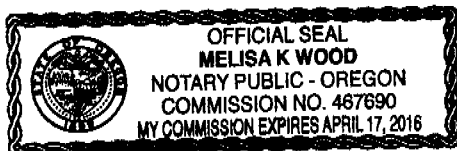
(Signature) BOB W. BYERS 9/28/12 (Date) (Signature) SUSAN A. BYERS 9-28-12 (Date)

ACKNOWLEDGMENT:

STATE OF Oregon, COUNTY OF Deschutes ss.
(Individual) This instrument was acknowledged before me this 28th day of September, 2012
by BOB W. BYERS AND SUSAN A. BYERS, HUSBAND AND WIFE

My commission expires:

(Seal) April 17, 2016 Melisa K. Wood
(Notary Public)



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)

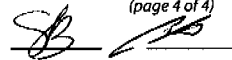
Handwritten signature and initials in black ink, appearing to be 'SB' and 'PS' respectively, written over a horizontal line.

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 21249488
Order Date : 08/15/2012
Reference : 2012221837230
Name : BOB BYERS
Deed Ref : M98/30570

Index #:
Registered Land:
Parcel #: R775254

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

**LOT 2 IN BLOCK 1, BRIAN ACRES SUBDIVISION, 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 M98, PAGE 30570,
OF THE KLAMATH COUNTY, OREGON RECORDS.**



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Mortgage Rider

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

Owner

BOB W. BYERS AND SUSAN A. BYERS,
HUSBAND AND WIFE

Property Address: 7825 WAGNON ST, LA PINE, OR 97739-2882

Mortgage Rider

This Mortgage Rider, dated 09/28/2012,
is incorporated into and amends the mortgage,
deed of trust, or security deed (the Security
Instrument) of the same date. The Security
Instrument covers the Property described above.

Secured Debt

Secured Debt. The Secured Debt and Future
Advances (sometimes referred to as Secured Debts)
section of the Security Instrument is amended to
add the following sentence as the last sentence in
the final paragraph:

This Security Instrument will not secure any
other debt if Lender fails, with respect to that
other debt, to fulfill any necessary
requirements or limitations of Sections 19(a),
32 or 35 of Regulation Z.

Escrow

☒ **Escrow for Taxes and Insurance.** The Escrow
for Taxes and Insurance section is revised to read
as follows:

☐ **Escrow for Taxes and Insurance.**

As provided in a separate agreement, the
Mortgagor or Grantor agrees to pay to
Lender funds for taxes and insurance in
escrow.

☒ **Escrow for Taxes and Insurance.**

Lender will collect escrow payments from
Mortgagor or Grantor as part of Mortgagor
or Grantor's regularly scheduled payments
under the Loan. Lender will apply
Mortgagor or Grantor's payments in the
following order: (1) payment protection or
insurance (if applicable), (2) interest,
(3) escrow, (4) principal, and (5) other fees.
The escrow funds shall be held in an account
with Lender or any other federally insured
depository institution.

☒ **Escrow for Taxes and Insurance.**

Mortgagor or Grantor will pay to Lender
amounts for (a) yearly taxes and assessments
on the Property which under the law may
be superior to this Security Instrument,
(b) yearly leasehold payments or ground
rents (if any), (c) yearly premiums for hazard
or property insurance, (d) yearly premiums
for flood insurance (if any), and (e) yearly
premiums for mortgage insurance (if any).



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Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so, or unless the law requires otherwise. Mortgagor or Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor or Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Grantor pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving,

verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

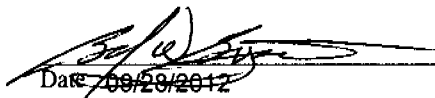
If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender.

Signatures

Signatures. The Undersigned agree to the terms contained in this Rider.

Owner

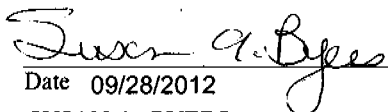

Date 09/28/2012

BOB W. BYERS

(Seal)

Date

(Seal)


Date 09/28/2012

SUSAN A. BYERS

(Seal)

Date

(Seal)

☐ Refer to the attached **Signature Addendum** for additional parties and signatures.



U03110507

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