

2013-003021

Klamath County, Oregon



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03/21/2013 08:39:41 AM

Fee: \$62.00

Prepared By:

Southwest Financial Services, Ltd.

537 E Pete Rose Way, STE 300

Cincinnati, OH 45202



021862850-000527609

Return To (name and address):

Indecomm Global Services

2925 Country Drive

Little Canada, MN 55117

TAX ACCOUNT NUMBER:

Maximum Obligation Limit \$.134,400.00.....

Maturity Date02/28/2033.....

True and Actual Consideration is:

78500920

State of Oregon

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) is02/26/2013..... The parties and their addresses are:

GRANTOR:

DAVID LEE BROWN AND SUSANNA ANNETTE BROWN, HUSBAND AND WIFE

KLAMATH COUNTY, at

5407 HIGHWAY 39

KLAMATH FALLS, OR 97603-9616

☐ 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.

OREGON - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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AB

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)
5407 HIGHWAY 39, KLAMATH FALLS , Oregon 97603-9616
(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").

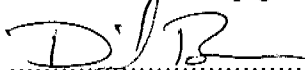
3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 134,400.00 This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not 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): SUSANNA BROWN and DAVID BROWN
Principal/Maximum Line Amount: 134,400.00
Maturity Date: 02/28/2033
Note Date: 02/26/2013
- 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.

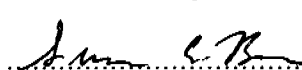
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender 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, dated01/19/2007..... and recorded as Recording Number or Instrument Number .2007-000974..... 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.

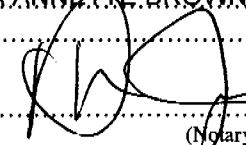
 2-26-13
(Signature) DAVID LEE BROWN (Date)

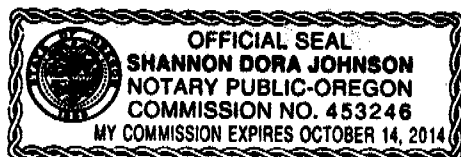
 2-26-13
(Signature) SUSANNA ANNETTE BROWN (Date)

ACKNOWLEDGMENT:

STATE OF Oregon....., COUNTY OF KLAMATH.....} ss.
(Individual) This instrument was acknowledged before me this 26 day of FEB 2013.....
by DAVID LEE BROWN AND SUSANNA ANNETTE BROWN, HUSBAND AND.....
WIFE.....

My commission expires:
(Seal)


(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)

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 2

Account #: 21862850
Order Date : 02/12/2013
Reference : 20130381106480
Name : SUSANNA BROWN
DAVID BROWN
Deed Ref : 2011-005156

Index #:
Registered Land:
Parcel #: R597866

PARCEL 1:

A TRACT OF LAND BEING THE SOUTHERLY 100 FEET OF PARCEL 3 OF "LAND PARTITION 10-96", SITUATED IN THE NW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 39, BEING THE SOUTHWEST CORNER OF SAID PARCEL 3 FROM WHICH THE 1/4 CORNER COMMON TO SECTION 13, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN AND SAID SECTION 18 BEARS NORTH 01 DEG. 27' 09" WEST 1,053.06 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL 3 NORTH 00 DEG. 03' 01" WEST 121.17 FEET; THENCE SOUTH 55 DEG. 40' 10" EAST 487.60 FEET; THENCE ALONG THE EAST AND SOUTH BOUNDARY OF SAID PARCEL 3, SOUTH 00 DEG. 03' 01" EAST 121.17 FEET AND NORTH 55 DEG. 40' 10" WEST 487.60 FEET TO THE POINT OF BEGINNING, AS EVIDENCED BY LOT LINE ADJUSTMENT 7-97 ON FILE IN THE OFFICE OF THE KLAMATH COUNTY PLANNING DEPARTMENT.

PARCEL 2:

A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 3 AND 4 IN THE SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH A DISTANCE OF 1249.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING SITUATED ON THE CENTERLINE OF THE STATE HIGHWAY AND ALSO BEING ON THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID CENTERLINE AND WEST LINE OF SAID SECTION 18 A DISTANCE OF 375.5 FEET; THENCE SOUTH 55 DEG. 36' EAST A DISTANCE OF 36.36 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING SOUTH 55 DEG. 36' EAST ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 1298.64 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN ON THE WESTERLY LINE OF AN IRRIGATION LATERAL KNOWN AS THE "J" LATERAL; THENCE SOUTH 85 DEG. 04' WEST ALONG THE WESTERLY LINE OF SAID LATERAL A DISTANCE OF 293.0 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 36 DEG. 30' WEST ALONG THE WESTERLY LINE OF SAID LATERAL 165.0 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 53 DEG. 00' WEST ALONG THE NORTHERLY LINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 853.44 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN SITUATED ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING NORTH 53 DEG. 00' WEST A DISTANCE OF 37.56 FEET TO THE POINT OF BEGINNING.

ALSO A STRIP OF LAND 30 FEET IN WIDTH ADJOINING AND MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE MAIN CANAL OF THE GOVERNMENT IRRIGATION SYSTEM IN THE SW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING AND EXTENDING THE ENTIRE DISTANCE FROM THE THREAD OR CENTERLINE OF THAT CERTAIN LATERAL BRANCHING FROM THE NORTHERLY SIDE OF SAID MAIN CANAL AND KNOWN AS LATERAL "J" IN A NORTHWESTERLY DIRECTION TO THE WEST BOUNDARY OF SAID SW1/4 SW1/4 OF SECTION



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Page: 2 of 2

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DAVID BROWN
Deed Ref : 2011-005156

Index #:
Registered Land:
Parcel #: R597866

18, AND BEING A STRIP OF LAND ADJOINING SAID RIGHT OF WAY SAVED AND EXCEPTED IN DEED DATED SEPTEMBER 13, 1907, RECORDED AT PAGE 101 IN VOLUME 26, DEED RECORDS OF KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE KLAMATH FALLS - MERRILL HIGHWAY STATE 39.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 4, 1997 IN VOLUME M97, PAGE 3478, MICROFILM RECORDS 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. 2011-005156, OF THE KLAMATH COUNTY, OREGON RECORDS.


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