

PREPARED BY AND

Until a change is requested all tax statements shall be sent to the following address
Third Federal Savings and Loan Association
7007 Broadway Ave
Cleveland, OH 44105

WHEN RECORDED MAIL TO

American Title Inc.
11010 Burdette St.
Omaha, NE 68164-

TAX ACCOUNT NUMBER: R872035

True and Actual Consideration is \$ 150,000.00

Maximum Obligation Limit \$ 150,000.00

Maturity Date: 03/26/2049

[Space Above This Line For Recording Data]

**SHORT FORM LINE OF CREDIT TRUST DEED
(With Future Advance Clause)**

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is: **March 26, 2019.**

The parties and their addresses are:

GRANTOR: **William Milimaka, Unmarried:**
1790 Quail Ridge Dr, Klamath Falls, OR 97601-1572



If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

Trustee: **Chicago Title Insurance Co. of Oregon**

Lender: Third Federal Savings and Loan
7007 Broadway Avenue, Cleveland, OH 44105
INCORPORATED IN THE STATE OF OHIO

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:

The property is located in KLAMATH County at 1790 Quail Ridge Dr., KLAMATH FALLS, Oregon 97601-1572.

See Attached Legal Description

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 \$150,000.00. 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))* **A Note, evidenced by the Home Equity Line of Credit, executed by WILLIAM MILIMUKA in favor of Lender dated 03/26/19 in the Principal Amount of \$150,000.00 and with a Maturity Date of 03/26/49.**
- 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 executed 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. DEED OF TRUST COVENANTS. Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

INCORPORATION OF MASTER FORM PROVISIONS

Sections 5 through 21 of the Master Form Deed of Trust are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of Master Form Deed of Trust and agrees to be bound by the Sections and paragraphs of the Master Form Deed of Trust incorporated into this Security Instrument.

"Master Form" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on 7/17/17, in Book/Volume , at Page(s) , as Instrument No. 2017-007914 for land situated in the County of KLAMATH, Oregon.

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.

William Milimuka

William Milimuka

STATE OF OREGON

County of Klamath

On this 26 day of MARCH 2019, personally appeared the above named William Milimuka and acknowledged the foregoing instrument to be his/her/their voluntary act and deed

My Commission Expires: 3/30/2019

(Official Seal)



Before me:

Marla Michele Hanlon-Abeita
Notary Public for Oregon

**Third Federal Savings and Loan
EXHIBIT 'A' - LEGAL DESCRIPTION**

Borrower Name: William Milimuka

Property Address: 1790 Quail Ridge Dr, Klamath Falls, OR, 97601-1572

Parcel ID: R872035 / Group ID: / Property Description:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS: LOT 11, BLOCK 2, TRACT 1263, QUAIL RIDGE SUBDIVISION, IN THE COUNTY OF KLAMATH, STATE OF OREGON. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Initials: _____



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