

2023-003372

Klamath County, Oregon

05/03/2023 11:22:01 AM

Fee: \$92.00

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

WHEN RECORDED MAIL TO
Title365
11010 Burdette St.
Omaha, NE 68164-

TAX ACCOUNT NUMBER: R305814

True and Actual Consideration is \$ 92,000.00

Maximum Obligation Limit \$ 92,000.00

Maturity Date: 04/24/2053

[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: **April 24, 2023.**
The parties and their addresses are:

GRANTOR: **Marcus Henderson and Patricia Henderson, Married To Each Other;**
520 Hillside Ave, Klamath Falls, OR 97601-2208



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 520 Hillside Ave, Klamath Falls, Oregon 97601-2208.

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 \$92,000.00. 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 Marcus Henderson in favor of Lender dated 04/24/23 in the Principal Amount of \$92,000.00 and with a Maturity Date of 04/24/53.

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.



Marcus Henderson



Patricia Henderson

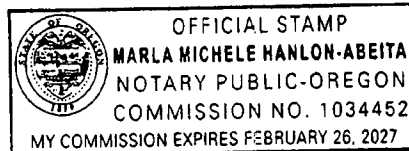
STATE OF OREGON

County of Klamath

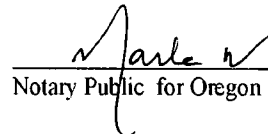
On this 24 day of April 2023 , personally appeared the above named Marcus Henderson and Patricia Henderson and acknowledged the foregoing instrument to be his/her/their voluntary act and deed

My Commission Expires: 2/26/2027

(Official Seal)



Before me: Marla Michele Hanlon-Abeyta



Notary Public for Oregon

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

Borrower Name: Marcus Henderson

Property Address: 520 Hillside Ave, Klamath Falls, OR, 97601-2208

Parcel ID: R305814 / Group ID: / Property Description:

Real property in the County of Klamath, State of Oregon, described as follows: Lot 3, and the Southeasterly one-half of Lot 2 in Block 45 of Hillside Addition to City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, Excepting the Southwesterly 20 feet of said lots.. Subject to restrictions, reservations, easements, covenants, oil, gas or mineral rights of record, if any

Being previously conveyed by Warranty Deed from Doralyn M. Bocchi and/or Mark A. Bocchi, trustees of the Doralyn M. Bocchi family trust dated September 6, 2005 to Marcus Henderson and Patricia Henderson, with rights of Survivorship, dated 01/16/2013, and recorded on 01/17/2013, at document reference 2013-000648 in KLAMATH County, Oregon.

Initials:

MH *PH*

