

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



HEQ-1042602

Requested by/Return to:
Title365 (Omaha)
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
Scott Stirling

TAX ACCOUNT NUMBER: 625292
True and Actual Consideration is \$ 102,400.00
Maximum Obligation Limit \$ 102,400.00
Maturity Date: 10/21/2053 [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: October 21, 2023.
The parties and their addresses are:

GRANTOR: Scott M. Stirling and Kristin M. McBride, Married To Each Other;
13688 Pearson Butte Trl, Klamath Falls, OR 97603-9329

☐ 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 13688 Pearson Butte Trl, KLAMATH FALLS, Oregon 97603-9329.
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 \$102,400.00. 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).) A Note, evidenced by the Home Equity Line of Credit, executed by Scott M. Stirling and Kristin M. McBride in favor of Lender dated 10/21/23 in the Principal Amount of \$102,400.00 and with a Maturity Date of 10/21/53.
- 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.

Scott M. Stirling

Kristin M. McBride

STATE OF OREGON

County of Klamath

On this 21st day of Oct 2023, personally appeared the above named Scott M. Stirling and Kristin M. McBride and acknowledged the foregoing instrument to be his/her/their voluntary act and deed

My Commission Expires: 12/22/24

(Official Seal)



Before me: Vivian Michelle Garcia

Notary Public for Oregon

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

Borrower Name: Scott M. Stirling & Kristin M. McBride

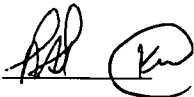
Property Address: 13688 Pearson Butte Trl, Klamath Falls, OR, 97603-9329

Parcel ID: 625292 / Group ID: / Property Description:

the following described real property in the County of Klamath and State of Oregon:
Lots 27 and 28 in Block 1 of TRACT NO. 1083, CEDAR TRAILS, according to the official
plat thereof on file in the office of the County Clerk of Klamath County, Oregon..
Subject to restrictions, reservations, easements, covenants, oil, gas or mineral
rights of record, if any

Being previously conveyed by Grant Deed from Steven V. Belden to Scott M Stirling
and Kristin M McBride, as Tenants by the Entirety, dated 08/09/2023, and recorded on
08/11/2023, at document reference 2023-006841 in KLAMATH County, Oregon.

Initials:



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