



09/27/2006 08:42:55 AM

Fee: \$51.00

ALL TRANSACTIONS, ORS: 205.234

This cover sheet has been prepared by the person
Presenting the attached instrument for recording.
Any errors in this cover sheet DO NOT affect the
Transaction(s) contained in the instrument itself.

**THIS SPACE RESERVED FOR
COUNTY RECORDING USE ONLY**

AFTER RECORDING RETURN TO:

Wells Fargo Bank, N.A.
P.O. Box 31557 MAC B6908-012
Billings, MT 59107-9900

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **AUGUST 31, 2006**

1) **NAME(S) OF THE TRANSACTION(S) required by ORS 205.234(a)**

Deed Of Trust Short Form Line of Credit Deed of Trust

Third Party Rider

2) **DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160**

BEN F. MOORE, TRUSTEE OF THE BEN MOORE LIVING TRUST

Tax Statement To:

Ben F. Moore

6753 Rippling Brook Dr SE

Salem, Or. 97317-9562

3) **INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160**

Wells Fargo Bank, N.A.

4) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**

\$ 100,000.00

5) **FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERKS LEIN RECORDS,
ORS 205.121(1)(e)**

6) **THE AMOUNT OF THE CIVIL PENALTY or THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER
CHARGES FOR WHICH THE WARRANT< ORDER OR JUDGMENT WAS ISSUED. ORS 205.125(1)(c) and ORS 18.325**

7) **Rerecorded to correct**
Previously recorded as



51

Until a change is requested, all tax statements shall be sent to the following address:

BEN F MOORE
1922 BLANKET COURT
LA PINE, OREGON 97739

Prepared by:

Wells Fargo Bank, N.A.
YSABEL SCHULD
DOCUMENT PREPARATION
18700 NW WALKER RD BLDG #92
BEAVERTON, OREGON 97006
503-614-6368

Return Address:

Wells Fargo Bank, N.A.
P.O. Box 31557 MAC B6908-012
Billings, MT 59107-9900

TAX ACCOUNT NUMBER

R890777

State of Oregon
REFERENCE #: 20062207300146

Space Above This Line For Recording Data
Account number: 651-651-0655936-1XXX

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

1. **DATE AND PARTIES.** The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is AUGUST 31, 2006 and the parties are as follows:

TRUSTOR ("Grantor"): BEN F. MOORE, TRUSTEE OR HIS SUCCESSORS IN TRUST, UNDER THE BEN MOORE LIVING TRUST, DATED MARCH 31, 2006, AND ANY AMENDMENTS THERETO

whose address is: 1922 BLANKET COURT, LA PINE, OREGON 97739

TRUSTEE: Wells Fargo Financial National Bank, c/o Specialized Services, PO Box 31557 Billings, MT 59107

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104

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, all of that certain real property located in the County of KLAMATH, State of Oregon, described as follows:
LOT 42 IN BLOCK 6 WAGON TRAIL ACREAGE'S NO. 1, SECOND ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ORDEED-short, CDP.V1 (06/2002)



2/5

Documents Processed 09-07-2006, 12:44:33

with the address of 1922 BLANKET COURT, LA PINE, OREGON 97739 and parcel number of R890777, 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.

3. **MAXIMUM OBLIGATION AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ 100,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is August 31, 2046.
4. **MASTER FORM LINE OF CREDIT DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Deed of Trust ("Master Form"), inclusive, dated February 1, 1997 and recorded on 2/10/1997 as Instrument Number 32645 in Book M 97 at Page 4115 of the Official Records in the Office of the Recorder of KLAMATH County, State of Oregon, are hereby incorporated into, and shall govern, this Security Instrument.
5. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
- ☒ Third Party Rider
- ☐ Leasehold Rider
- ☐ Other: N/A

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

BEN F. MOORE TRUSTEE 9-1-06
Grantor BEN F. MOORE, TRUSTEE OF THE BEN MOORE LIVING TRUST Date

Grantor Date

Grantor Date

Grantor Date



Grantor _____ Date _____

Grantor _____ Date _____

Grantor _____ Date _____

Grantor _____ Date _____

[Handwritten signature]



ACKNOWLEDGMENT:
(Individual)

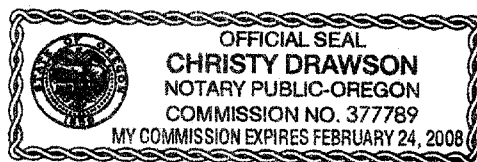
STATE OF OREGON
COUNTY OF DESCHUTES

} ss
} ss.

This instrument was acknowledged before me on September 18th, 20 06 by
BEN F. MOORE, TRUSTEE OF THE BEN MOORE LIVING TRUST

Christy Dawson
(Signature of notarial officer)

Notary
Title **NOTARY PUBLIC**



My Commission expires: Feb 24, 2008

(Seal)



REFERENCE: 20062207300146
ACCOUNT: 651-651-0655936-1998

THIRD PARTY RIDER

This THIRD PARTY RIDER is made on **AUGUST 31, 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("the Security Instrument") given by the undersigned Trustee(s) to secure the Secured Debt from

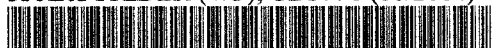
BEN F MOORE

(the "Debtor") to Lender.

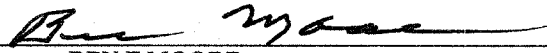
With respect to the Trust, this Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property described in this Security Instrument to secure the Note of the Debtor to the Lender.

Consequently, references in the text to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Note shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Secured Debt before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to Secured Debt prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Note and are a party hereunder except insofar as their interest in the Property is made subject to the Security Instrument.



Further, revocation of the Trust, distribution of trust assets, or death of any Debtor shall constitute an event of default under the Secured Instrument.


Trustee BEN F MOORE

9-01-06
Date

Trustee Date

Trustee Date

Trustee Date

Trustee Date

Trustee Date

Trustee Date

Trustee Date

