

2006-025286

Klamath County, Oregon



00011632200600252860080081

12/26/2006 09:22:00 AM

Fee: \$56.00

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 **NOVEMBER 27, 2006**

1) **NAME(S) OF THE TRANSACTION(S) required by ORS 205.234(a)**
Short Form Line of Credit Deed of Trust

2) **DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160**
**LYNN E. HESKO, TRUSTEE OF THE LYNN
E. HESKO FAMILY TRUST, DATED 10/12/01**

3) **INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160**
Wells Fargo Bank, N.A.

4) **TRUSTEE NAME and ADDRESS**
Wells Fargo Financial National Bank, c/o Specialized Services, PO Box 31557 Billings, MT 59107

5) **ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**
LYNN E HESKO , 3022 DELAP RD, KLAMATH FALLS, OREGON 97603-5210

6) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**
\$ 100,000.00

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

8) **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**

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

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



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

LYNN E HESKO
3022 DELAP RD
KLAMATH FALLS, OREGON 97603-5210

Prepared by:
Wells Fargo Bank, N.A.
RICCI SANDOVAL
DOCUMENT PREPARATION
18700 NW WALKER RD
BEAVERTON, OREGON 97006
866-537-8489

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

TAX ACCOUNT NUMBER
R535111

State of Oregon
REFERENCE #: 20063127100498

Space Above This Line For Recording Data
Account number: 651-651-1015189-1XXX

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 **NOVEMBER 27, 2006** and the parties are as follows:

TRUSTOR ("Grantor"): Lynn E. Hesko, trustee of the Lynn E. Hesko Family Trust, uda
October 12, 2001, and her successors in trust

whose address is: 3022 DELAP RD, KLAMATH FALLS, OREGON 97603-5210

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:
The real property which is more particularly described as follows: The SE1/4 NE1/4 of Section 7, Township 39 South Range 9 EWM, in Klamath County, Oregon, more particularly described in the Deed recorded on October 17, 1997 in Volume M97 at Page 34374 of the Deed Records of Klamath County, Oregon.

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



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with the address of **3022 DELAP RD, KLAMATH FALLS, OREGON 97601** and parcel number of **R535111**, 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.

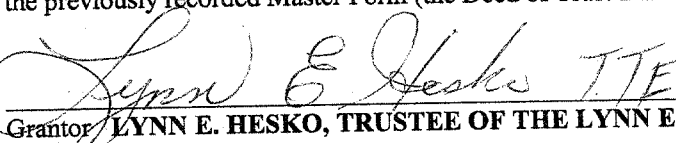
3. **MAXIMUM OBLIGATION AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ **100,000.00** together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("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 **NOVEMBER 27, 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).

 LYNN E. HESKO, TRUSTEE OF THE LYNN E. HESKO FAMILY TRUST, DATED 10/12/01 11-29-06 Date

Grantor Date

Grantor Date

Grantor Date

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Grantor Date

Grantor Date

Grantor Date

Grantor Date



ACKNOWLEDGMENT:

For An Individual Acting In His/Her Own Right:

State of Oregon)

County of)

Klamath

This instrument was acknowledged before me on 11-29-06 (date) by

Lynn E. HESLO Trustee

(name(s) of person(s))



(Seal, if any)

Tonetta C. Kenyon

(Signature of notarial officer)

Notary Public

Title (and Rank)

Personal Banker

My commission expires: 11-17-09

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For An Individual Trustee Borrower

State of Oregon)

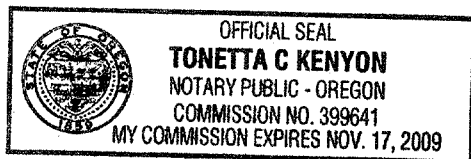
County of Clatsop)

This instrument was acknowledged before me on 11-29-06 (date) by

Lynn E. HESKO Trustee (name(s) of person(s)) as

_____ (type of authority, e.g., officer, trustee, etc.) of

_____ (name of party on behalf of whom instrument was executed).



(Seal, if any)

Tonetta C Kenyon
(Signature of notarial officer)

Notary Public
Title (and Rank)

Personal Banker

My commission expires: 11-17-09

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



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REFERENCE: 20063127100498
ACCOUNT: 651-651-1015189-1998

THIRD PARTY RIDER

This THIRD PARTY RIDER is made on **NOVEMBER 27, 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

LYNN E. HESKO

(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.



11-29-06

Trustee LYNN E. HESKO, TRUSTEE OF THE LYNN E. HESKO FAMILY TRUST, DATED 10/12/01

Date

Trustee

Date

Trustee

Date

Trustee

Date

Trustee

Date

Trustee

Date

Trustee

Date

Trustee

Date

