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05/08/2007 09:14:26 AM

Fee: \$71.00

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 B6955-015  
Billings, MT 59107-9900

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is APRIL 13, 2007

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

LUCILLE ARTHUR, TRUSTEE

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:

J. L ARTHUR , 2564 LAKESHORE DR, KLAMATH FALLS, OREGON 97601-9109

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



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

J. L ARTHUR  
2564 LAKESHORE DR  
KLAMATH FALLS, OREGON 97601-9109

Prepared by:

Wells Fargo Bank, N.A.  
TED POLOZOV  
DOCUMENT PREPARATION  
18700 NW WALKER RD #92  
BEAVERTON, OREGON 97006  
866-537-8489

Return Address:

Wells Fargo Bank, N.A.  
P.O. Box 31557 MAC B6955-015  
Billings, MT 59107-9900

TAX ACCOUNT NUMBER

R422028

State of Oregon  
REFERENCE #: 20070727300224

Space Above This Line For Recording Data  
Account number: 651-651-1517242-1XXX

## 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 APRIL 13, 2007 and the parties are as follows:

TRUSTOR ("Grantor"): LUCILLE ARTHUR, SURVIVING TRUSTEE UNDER THE ARTHUR LOVING TRUST DATED MAY 8, 1990

whose address is: 2564 LAKESHORE DR, KLAMATH FALLS, OREGON 97601-9109

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:  
**SEE ATTACHED EXHIBIT**

with the address of 2564 LAKESHORE DR, KLAMATH FALLS, OREGON 97601-9109 and parcel number of R422028, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas

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



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## EXHIBIT A

Reference: 20070727300224

Account: 651-651-1517242-1998

### Legal Description:

A PARCEL OF LAND SITUATED IN THE NW1/4 SE1/4 AND NE1/4 SW1/4 OF SECTION 23, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF LAKESHORE DRIVE (HIGHWAY NO. 421) WHICH IS THE NORTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED VOLUME 338, PAGE 169, RECORDS OF KLAMATH COUNTY, OREGON, AND WHICH SAID IRON PIN BEARS SOUTH A DISTANCE OF 1137.8 FEET AND EAST A DISTANCE OF 148.02 FEET NORTH 22 DEGREES 32 MINUTES 36 SECONDS WEST A DISTANCE OF 203.67 FEET FROM THE CENTER ONE-QUARTER CORNER OF SAID SECTION 23; THENCE FROM SAID BEGINNING POINT NORTH 11 DEGREES 28 MINUTES EAST A DISTANCE OF 143.7 FEET TO A POINT WHICH IS 60 FEET EASTERLY AT RIGHT ANGLES FROM THE EASTERLY RIGHT OF WAY LINE OF LAKESHORE DRIVE AND 130 FEET NORTHWESTERLY AT RIGHT ANGLES FROM THE NORTHERLY LINE OF PARCEL OF LAND DESCRIBED IN DEED VOLUME 338, PAGE 169, RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 78 DEGREES 20 MINUTES EAST A DISTANCE OF 580 FEET, MORE OR LESS, TO A POINT ON THE SHORE LINE OF UPPER KLAMATH LAKE; THENCE NORTHWESTERLY ALONG SAID SHORE LINE TO ITS INTERSECTION WITH THE EAST-WEST CENTERLINE OF SAID SECTION 23; THENCE WEST ALONG SAID EAST-WEST CENTER LINE TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 27 DEGREES 44 MINUTES WEST TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A TRACT OF LAND SITUATED IN THE NW1/4 SE1/4 OF SECTION 23, TOWNSHIP 38, SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M74, PAGES 13889 AND 13890 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE CENTER 1/4 CORNER OF SAID SECTION 23, AS SHOWN BY RECORDED SURVEY NO. 1571, BEARS NORTH 15 DEGREES 26 MINUTES 01 SECONDS WEST

Exhibit A, CDP.V1 07/2004



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827.85 FEET; THENCE NORTH 20 SECONDS 59 MINUTES 47 SECONDS WEST 101.34 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 20 DEGREES 59 MINUTES 47 SECONDS WEST 101.34 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 00 SECONDS EAST 430.73 FEET TO A 5/8 INCH REBAR WITH TRU-LINE SURVEYING PLASTIC CAP; THENCE CONTINUING NORTH 78 DEGREES 20 MINUTES 00 SECONDS EAST TO THE SHORELINE OF KLAMATH LAKE; THENCE SOUTHEASTERLY ALONG SAID SHORELINE TO A POINT THAT BEARS NORTH 78 DEGREES 20 MINUTES 00 SECONDS EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 78 DEGREES 20 MINUTES 00 SECONDS WEST TO A 5/8 INCH REBAR WITH 78 DEGREES 20 MINUTES 00 SECONDS WEST TO A 5/8 INCH IRON PIN WITH A WESTVOLD AND ASSOCIATES PLASTIC CAP; THENCE CONTINUING SOUTH 78 DEGREES 20 MINUTES 00 SECONDS WEST 511.67 FEET TO THE POINT OF BEGINNING, MORE OR LESS, TO THE SHORELINE AS SHOWN BY SAID SURVEY NO. 1571, WITH BEARINGS BASED ON SAID SURVEY NO. 1571. ALSO EXCEPTING THEREFROM THE FOLLOWING: A TRACT OF LAND SITUATED IN THE NW1/4 SE1/4 OF SECTION 23, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M74, PAGES 13889 AND 13890 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE CENTER 1/4 CORNER OF SAID SECTION 23, AS SHOWN BY RECORDED SURVEY NO. 1571, BEARS NORTH 15 DEGREES 26 MINUTES 01 SECONDS WEST 827.85 FEET; THENCE NORTH 20 DEGREES 59 MINUTES 47 SECONDS WEST 101.34 FEET; THENCE NORTH 78 DEGREES 20 MINUTES 00 SECONDS EAST 449.66 FEET TO A 5/8 INCH REBAR WITH TRU-LINE SURVEYING PLASTIC CAP; THENCE CONTINUING NORTH 78 DEGREES 20 MINUTES 00 SECONDS EAST TO THE SHORELINE OF KLAMATH LAKE; THENCE SOUTHEASTERLY, ALONG SAID SHORELINE OF SAID DEED VOLUME; THENCE SOUTH 78 DEGREES 20 MINUTES 00 SECONDS WEST TO A 5/8 INCH IRON PIN WITH A WESTVOLD AND ASSOCIATES PLASTIC CAP; THENCE CONTINUING SOUTH 78 DEGREES 20 MINUTES 00 SECONDS WEST 511.67 FEET TO THE POINT OF BEGINNING, MORE OR LESS, TO THE SHORELINE AS SHOWN BY SAID SURVEY NO. 1571, WITH BEARINGS BASED ON SAID SURVEY NO. 1571.



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 APRIL 13, 2047.
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).

Lucille Arthur, Trustee 4/16/07  
Grantor **LUCILLE ARTHUR, TRUSTEE** Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date

\_\_\_\_\_  
Grantor Date



Grantor

Date

Grantor

Date

Grantor

Date

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



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**ACKNOWLEDGMENT:**

For An Individual Acting In His/Her Own Right:

State of Oregon )

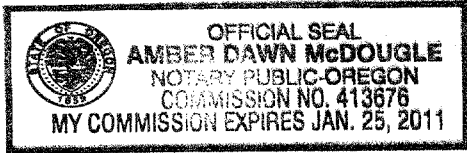
County of

Klamath )

This instrument was acknowledged before me on 4-16-07 (date) by

Lucille Arthur, Trustee

\_\_\_\_\_  
(name(s) of person(s))



(Seal, if any)

Amber Dawn McDougale  
(Signature of notarial officer)

Notary  
Title (and Rank)

My commission expires: Jan 25, 2011



For An Individual Trustee Borrower

State of Oregon )

County of Klamath )

This instrument was acknowledged before me on 4-16-07 (date) by

Lucille Arthur

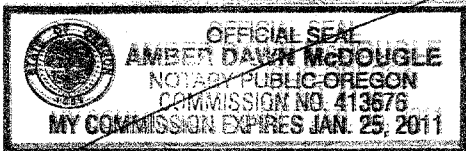
(name(s) of person(s)) as

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

Arthur loving Trust

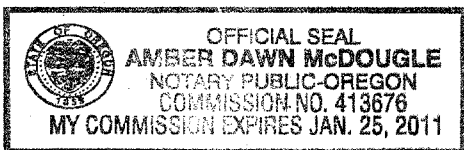
(name of party on behalf of

whom instrument was executed).



(Seal, if any)

Amber Dawn McDougale  
(Signature of notarial officer)



Notary  
Title (and Rank)

My commission expires: Jan 25, 2011

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



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ILLEGIBLE NOTARY SEAL DECLARATION

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

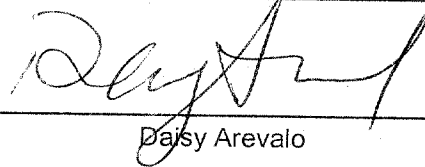
Name of  
notary Amber Dawn McDougale

Notary Commission  
Number: 413676

Date Commission  
Expires: Jan. 25, 2011

Date and Place of  
Notary Execution: April 16, 2007 Klamath County, Oregon

Date & Place of  
This Execution: April 19, 2007 Washington County, OR

  
Daisy Arevalo

WELLS FARGO BANK, N.A.

REFERENCE: 20070727300224  
ACCOUNT: 651-651-1517242-1998

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### THIRD PARTY RIDER

This THIRD PARTY RIDER is made on **APRIL 13, 2007**, 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

**LUCILLE ARTHUR**

(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.

3PARTYRIDER (WF), CDP.V1 (06/2004)



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

*Lucille Arthur, Trustee*  
Trustee **LUCILLE ARTHUR, TRUSTEE**

4/16/07  
Date

\_\_\_\_\_  
Trustee Date

\_\_\_\_\_  
Trustee Date

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Trustee Date

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Trustee Date

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Trustee Date

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Trustee Date

