2008-006524 Klamath County, Oregon

05/06/2008 10:05:38 AM



## **RECORDING COVER SHEET**

**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.

Fee: \$41.00

AFTER RECORDING RETURN TO:

When recorded mail to:
FIRST AMERICAN EQUITY LOAN
SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120

COUNTY RECORDING USE ONLY

THIS SPACE RESERVED FOR

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instru	ment") is APRIL 18, 2008
1) NAME(S) OF THE TRANSACTION(S) required by ORS 2 Short Form Line of Credit Deed of Trust	
2) DIRECT PARTY / GRANTOR, required by ORS 205.125(	1)(b) and ORS 205.160 143 853 80
GLENN A WHITE	MONA J TREADWAY
3) INDIRECT PARTY / GRANTEE, required by ORS 205.12	55(1)(b) and ORS 205.160
Wells Fargo Bank, N.A.	
4) TRUSTEE NAME and ADDRESS	
Wells Fargo Financial National Bank, c/o Specialized Ser	vices, PO Box 31557 Billings, MT 59107
5) All TAX STATEMENTS SHALL BE SENT TO TH	E FOLLOWING ADDRESS:
GLENN A WHITE , 2050 MELROSE ST, KLAMATI	H FALLS, OREGON 97601
6) TRUE and ACTUAL CONSIDERATION (if any), ORS 93 \$ 45,750.00	.030
7) FULL OR PARTIAL SATISFACTION ORDER or WARF ORS 205.121(1)(e)	RANT FILED IN THE COUNTY CLERKS LIEN RECORDS,
8) THE AMOUNT OF THE CIVIL PENALTY or THE AMO CHARGES FOR WHICH THE WARRANT< ORDER OR JUD	DUNT, INCLUDING PENALTIES, INTEREST AND OTHER DEMENT WAS ISSUED. ORS 205.125(1)(c) and ORS 18.325
9) Recorded to correct	
Previously recorded as	

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#1018v1 (2/16/08)

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Until a change is requested, all tax statements shall be sent to the following address: GLENN A WHITE 2050 MELROSE ST KLAMATH FALLS, OREGON 97601

Prepared by: Wells Fargo Bank, N.A. ROSE M ORTIZ, DOCUMENT PREPARATION 11601 N. BLACK CANYON HWYMAC S PHOENIX, ARIZONA 85029 877-524-0865

Return Address: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

TAX ACCOUNT NUMBER R375551

## [Space Above This Line For Recording Data]

# SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20080849300151

Account number: 650-650-8288490-1XXX

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below. The Master Form Trust Deed includes other defined words and rules regarding the usage of words used in this document.

- (A) "Security Instrument" means this document, which is dated APRIL 18, 2008, together with all Riders to this document.
- (B) "Borrower" is GLENN A WHITE AND MONA J TREADWAY, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A. Lender is a national bank organized and existing under the laws of the United States. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104.
- (D) "Trustee" is Wells Fargo Financial National Bank, c/o Specialized Services, PO Box 31557 Billings, MT **59107**.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated APRIL

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18, 2008. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100THS Dollars (U.S. \$45,750.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after May 18, 2048.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

N/A Leasehold Rider	
N/A Third Party Rider	
N/A Other(s) [specify]	N/A

(I) "Master Form Trust Deed" means the Master Form Line of Credit Trust Deed dated <u>June 14, 2007</u>, and recorded on <u>August 02, 2007</u>, as Instrument No. <u>2007-013662</u> in Book  $\underline{n/a}$  at Page  $\underline{n/a}$  of the Official Records in the Office of the Recorder of <u>Klamath</u> County, State of Oregon.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County	of	of Klamath		
[Type of Recording Jurisdiction]	[Name of Recording Jurisdiction]			
SEE ATTACHED EXHIBIT				
which currently has the address of	113 LAGUNA ST			
		[Street]		
KLAMATH FALLS	, Oregon	97601-2248	("Property Address"):	
[City]		[Zip Code]		

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Trust Deed.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM TRUST DEED

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT

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By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Trust Deed are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Trust Deed. A copy of the Master Form Trust Deed has been provided to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Trust Deed.

GLENN A WHITE

-Borrower

(Seal)

MONA J TREADWAY

For An Individual Acting In His/Her Own Right:

State of Oregon

County of

This instrument was acknowledged before me on 4-18-08 (date) by

GLENN A WHITE

(State of Oregon

(Name(s) of person(s))

(Seal, if any)

(Seal, if any)

County of

(Seal)

My commission expires: 10/5/69



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## **EXHIBIT "A"**

#### **LEGAL DESCRIPTION**

LOT 8, BLOCK 13, OF PLAT OF DIXON ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

R375551 113 N LAGUNA ST; KLAMATH FALLS, OR 97601-2709

20080849300151 36760157/f

14385380 WHITE OR

FIRST AMERICAN ELS DEED OF TRUST