

2008-011447

Klamath County, Oregon



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08/12/2008 11:13:02 AM

Fee: \$46.00

MTC82785 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.

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

AFTER RECORDING RETURN TO:

Wells Fargo Bank, N.A.
P.O. Box 31557 MAC B6955-013
Billings, MT 59107-9900

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **JULY 29, 2008**

- 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**

<u>BORDEAN CLINGER, TRUSTEE</u>	<u>CAROLYN CLINGER, TRUSTEE</u>
_____	_____
_____	_____
_____	_____
- 3) **INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160**

<u>Wells Fargo Bank, N.A.</u>	
_____	_____
_____	_____
- 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:**
BORDEAN W CLINGER , 11025 KESTREL RD, KLAMATH FALLS, OREGON 97601-8656
- 6) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**
\$ 500,000.00
- 7) **FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERKS LIEN 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) **Recorded to correct _____**
Previously recorded as _____



40 AUG

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

BORDEAN W CLINGER
11025 KESTREL RD
KLAMATH FALLS, OREGON 97601-8656

Prepared by:

Wells Fargo Bank, N.A.
JENNIFER JONES, DOCUMENT PREPARATION
ONE HOME CAMPUS, MAC X2303-01W
DES MOINES, IOWA 50328-0001
866-537-8489

Return Address:

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

TAX ACCOUNT NUMBER

3808-004D0-00700-000

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20081717100310

Account number: 651-651-2594695-1XXX

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 JULY 29, 2008, together with all Riders to this document.

(B) "Borrower" is BORDEAN CLINGER AND CAROLYN CLINGER, TRUSTEES OF THE CLINGER FAMILY LIVING TRUST, DATED MAY 22, 2008. 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 JULY

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

(page 2 of 5 pages)



Documents Processed 07-29-2008, 14:07:09

29, 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, **FIVE HUNDRED THOUSAND AND 00/100THS** Dollars (U.S. **\$500,000.00**) 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 August 29, 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

☒ X 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 **June 14, 2007**, and recorded on **August 02, 2007**, as Instrument No. **2007-013662** in Book **n/a** at Page **n/a** of the Official Records in the Office of the Recorder of **Klamath** 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 _____ **Klamath** :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 20, RUNNING Y RESORT, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which currently has the address of _____ **11025 KESTREL ROAD** _____
[Street]
_____ **KLAMATH FALLS** _____, Oregon _____ **97601** _____ ("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



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.

Bordean M. Clinger Trustee (Seal)
BORDEAN CLINGER, TRUSTEE -Borrower
Carolyn L. Clinger Trustee (Seal)
CAROLYN CLINGER, TRUSTEE -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon)
County of Marathon)

This instrument was acknowledged before me on 7-29-08 (date) by
Bordean Clinger & Carolyn Clinger (name(s) of person(s))

(Seal, if any)

Katrina Hardman
(Signature of notarial officer)
Notary
Title (and Rank)

My commission expires: 10/5/09



For An Individual Trustee Borrower

State of Oregon)

County of Klamath)

This instrument was acknowledged before me on 7-29-08 (date) by

Bordean Clinger
Carolyn Clinger (name(s) of person(s)) as
(type of authority, e.g., officer, trustee, etc.) of

Clinger family Trust (name of party on behalf of
whom instrument was executed).

Clinger Family Living trust

(Seal, if any)

Katrina Hardman
(Signature of notarial officer)

Notary
Title (and Rank)

My commission expires: 10/5/09



Reference: 20081717100310
Account: 651-651-2594695-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on JULY 29, 2008 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from BORDEAN W CLINGER And CAROLYN L CLINGER (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N.A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

11025 KESTREL ROAD, KLAMATH FALLS, OREGON 97601

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

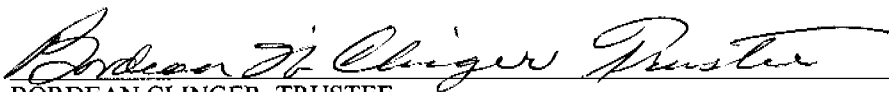
With respect to the THE CLINGER FAMILY LIVING TRUST (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument 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 Debt Instrument 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 Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument 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 Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.


BORDEAN CLINGER, TRUSTEE (Seal)


CAROLYN CLINGER, TRUSTEE (Seal)

Attach this Rider to the Security Instrument before Recording

