

2008-015459

Klamath County, Oregon



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11/17/2008 09:15:17 AM

Fee: \$46.00

## 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:

WHEN RECORDED, RETURN TO:  
**EQUITY LOAN SERVICES, INC.**  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 2  
Accommodation Recording Per Client Request

**PRINT or TYPE ALL INFORMATION**

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **OCTOBER 17, 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**

DANNY E ERICKSON

**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:**

DANNY E ERICKSON , 5139 BRISTOL AVE, KLAMATH FALLS, OREGON 97603-8176

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

\$ 19,000.00

**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**



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

DANNY E ERICKSON  
5139 BRISTOL AVE  
KLAMATH FALLS, OREGON 97603-8176

Prepared by:

Wells Fargo Bank, N.A.  
JOSH PIVONKA, DOCUMENT PREPARATION  
ONE HOME CAMPUS, MAC X2303-01W  
DES MOINES, IOWA 50328  
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  
R557515

[Space Above This Line For Recording Data]

10021

## SHORT FORM LINE OF CREDIT TRUST DEED

38809818

REFERENCE #: 20082617300099

Account number: 651-651-2648400-1XXX

### 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 OCTOBER 17, 2008, together with all Riders to this document.
- (B) "Borrower" is DANNY E. ERICKSON, A MARRIED PERSON. 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

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

(page 2 of 4 pages)



Documents Processed 10-17-2008, 15:27:00

**OCTOBER 17, 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, **NINETEEN THOUSAND AND 00/100THS** Dollars (U.S. **\$19,000.00**) 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 November 17, 2033.**

(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 **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]

SEE ATTACHED EXHIBIT **A**

which currently has the address of \_\_\_\_\_ **5139 BRISTOL AVENUE** \_\_\_\_\_  
\_\_\_\_\_ **KLAMATH FALLS** \_\_\_\_\_, Oregon \_\_\_\_\_ **97603** \_\_\_\_\_ ("Property Address"):  
[City] [Street] [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.

*Danny E. Erickson* (Seal)  
DANNY E ERICKSON -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon )  
County of *Marion* )

*Ra* This instrument was acknowledged before me on *10-17-08* (date) by  
*Danny E Erickson* (name(s) of person(s))  
*Danny*

(Seal, if any)

*Karen Anderson*  
(Signature of notarial officer)

*Personal Banker*  
Title (and Rank)

My commission expires: *10-17-08*



# All-purpose Acknowledgment

STATE OF Oregon, COUNTY OF Klamath  
On 10/17/2008 before me, the undersigned, a Notary Public  
in and for said State, personally appeared

Danny E Erickson

☐ personally known to me **-OR-** ☐ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Katrina Hardman

Name (type or printed)

KATRINA HARDMAN

My commission expires:

10/5/09

(Seal)



## EXHIBIT "A"

### LEGAL DESCRIPTION

THE WEST ONE-HALF OF THE FOLLOWING DESCRIBED PARCEL OF LAND,  
SITUATED IN KLAMATH COUNTY, OREGON: A TRACT OF LAND IN THE SOUTH  
ONE-HALF OF THE NW OF THE SE OF SECTION 11, TOWNSHIP 39 SOUTH,  
RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN  
THE CENTERLINE OF A 60 FOOT ROADWAY; FROM WHICH THE QUARTER  
SECTION CORNER COMMON TO SECTIONS 11 AND 14, TOWNSHIP 39 SOUTH,  
RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON,  
BEARS SOUTH 89°16'28" WEST, ALONG THE SAID ROADWAY CENTERLINE  
549.9 FEET AND SOUTH 0°16'09" EAST ALONG THE NORTH AND SOUTH  
CENTERLINE OF SAID SECTION 11 AS MARKED ON THE GROUND BY A WELL  
ESTABLISHED FENCE LINE 1663.6 FEET; AND RUNNING THENCE FROM SAID  
BEGINNING POINT NORTH 0°16'16" WEST 315.2 FEET; THENCE SOUTH  
89°16'31" EAST 131.2 FEET; THENCE SOUTH 0°16'12" EAST 312.9  
FEET, MORE OR LESS, TO THE CENTERLINE OF THE BEFORE MENTIONED  
ROADWAY; THENCE SOUTH 89°16'28" WEST 131.2 FEET, MORE OR LESS,  
TO THE POINT OF BEGINNING, ALL IN KLAMATH COUNTY, OREGON

R557515

5139 BRISTOL AVE; KLAMATH FALLS, OR 97603-8176

20082617300099

38809848/f



ERICKSON  
38809848

OR

FIRST AMERICAN ELS  
DEED OF TRUST

