

2009-000298

Klamath County, Oregon



00058554200900002980040040

01/12/2009 09:24:39 AM

Fee: \$36.00

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

DONALD T HAYNES
718 LOMA LINDA DR
KLAMATH FALLS, OREGON 97601-2358

Prepared by:

Wells Fargo Bank, N.A.
DANIEL SEMPLE, 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

R218240

39161385

[Space Above This Line For Recording Data]

10621

SHORT FORM LINE OF CREDIT TRUST DEED

Maximum Obligation Limit \$88,000.00

REFERENCE #: 20083017300079

Account number: 651-651-2669489-1XXX

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 DECEMBER 02, 2008, together with all Riders to this document.

(B) "Borrower" is DONALD T HAYNES AND LOIS M HAYNES, 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

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1018v1 (11/15/2008)



(page 2 of 4 pages)

Documents Processed 12-02-2008, 08:25:36

DECEMBER 02, 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, **EIGHTY-EIGHT THOUSAND AND 00/100THS** Dollars (U.S. **\$88,000.00**) 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 January 02, 2049.**

(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

which currently has the address of 718 LOMA LINDA DR
[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.

Donald T Haynes
DONALD T HAYNES -Borrower

Lois M Haynes
LOIS M HAYNES -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon)
County of Klamath)

This instrument was acknowledged before me on 12/2/08 (date) by
Donald T Haynes and Lois M Haynes
(name(s) of person(s))

(Seal, if any)

Theresa ANN WARNER
(Signature of notarial officer)
Notary
Title (and Rank)

My commission expires: 10/26/2009

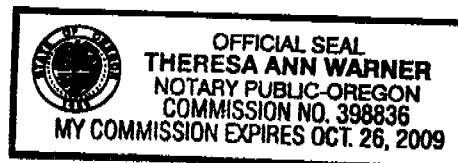


EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTHWEST TEN FEET OF LOT 18 AND ALL OF LOT 19 OF LOMA LINDA HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON; ALSO THAT PORTION OF LOT 6 OF LOMA LINDA HEIGHTS LYING NORTHEASTERLY OF THE SOUTHWESTERLY FACE OF A CONCRETE BLOCK WALL AS IT IS NOW LOCATED, BEING A STRIP OF LAND APPROXIMATELY 2 1/2 FEET IN WIDTH IN KLAMATH FALLS, KLAMATH COUNTY.

R218240

718 LOMA LINDA DR; KLAMATH FALLS, OR 97601-2358

20083017300079

39161385/f

 HAYNES
39161385

OR

FIRST AMERICAN ELS
DEED OF TRUST



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request