

2009-003613

Klamath County, Oregon



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03/16/2009 08:32:47 AM

Fee: \$41.00

**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:*

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 **FEBRUARY 13, 2009**

**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**ROBERT R WOODJEANNINE C WOOD**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:**ROBERT R WOOD , 4418 BLACKBERRY CT, KLAMATH FALLS, OREGON 97603-8069**6) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**  
\$ 50,000.00**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****OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT**

HCWF#1018v1 (11/15/2008)



(page 1 of 4 pages)

Documents Processed 02-11-2009, 12:29:18

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

ROBERT R WOOD  
4418 BLACKBERRY CT  
KLAMATH FALLS, OREGON 97603-8069

Prepared by:

Wells Fargo Bank, N.A.  
MARTHA SCHUTT, 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

R556767

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[Space Above This Line For Recording Data]

## SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20083627100017

Account number: 651-651-2695666-1XXX

### 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 **FEBRUARY 13, 2009**, together with all Riders to this document.

(B) "Borrower" is **ROBERT R. WOOD AND JEANNINE C. WOOD, 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)

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**FEBRUARY 13, 2009.** 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, **FIFTY THOUSAND AND 00/100THS** Dollars (U.S. **\$50,000.00**) 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 March 13, 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]

**ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS: LOT 22, BLOCK 13, TRACT NO. 1170, THIRD ADDITION TO THE MEADOWS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.**

which currently has the address of \_\_\_\_\_ **4418 BLACKBERRY CT** \_\_\_\_\_  
[Street]  
\_\_\_\_\_ **KLAMATH FALLS** \_\_\_\_\_, Oregon \_\_\_\_\_ **97603** \_\_\_\_\_ ("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.

Robert R Wood  
ROBERT R WOOD -Borrower

Jeannine C Wood  
JEANNINE C WOOD -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon )  
County of KLAMATH )

This instrument was acknowledged before me on 2-13-09 (date) by  
ROBERT R WOOD (name(s) of person(s))



(Seal, if any)

Deborah Jean Swingle  
(Signature of notarial officer)

P. BANKER  
Title (and Rank)

My commission expires: 7-18-2011



# All-purpose Acknowledgment

STATE OF OREGON, COUNTY OF Klamath

On 2-14-09 before me, the undersigned, a Notary Public  
in and for said State, personally appeared

DJ JANA TEANNIE & WOOD

☐ 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

Deborah Jean Swingle

Name (type or printed)

DEBORAH JEAN SWINGLE

My commission expires:

7-18-2011

(Seal)

