

2009-005508

Klamath County, Oregon



00064608200900055080070071

04/21/2009 10:45:31 AM

Fee: \$51.00

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 **MARCH 27, 2009**1) **NAME(S) OF THE TRANSACTION(S) required by ORS 205.234(a)**Short Form Line of Credit Deed of Trust2) **DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160**DANIEL J MUNOZ, TRUSTEE OF THE MUNOZ
FAMILY TRUST U/D/T DATED SEPTEMBER 8, 1993GAIL A MUNOZ, TRUSTEE OF THE
MUNOZ FAMILY TRUST U/D/T DATED
SEPTEMBER 8, 19933) **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 591075) **ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**DANIEL J MUNOZ , 1131 DRAKE DR, CHILOQUIN, OREGON 976246) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**\$ 58,500.007) **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:

DANIEL J MUNOZ
1131 DRAKE DR
CHILOQUIN, OREGON 97624

Prepared by:

Wells Fargo Bank, N.A.
GERRI L DAVIS, 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

R700842

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20090497600166

Account number: 651-651-2715621-1XXX

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 MARCH 27, 2009, together with all Riders to this document.

(B) "Borrower" is DANIEL J. MUNOZ OR GAIL A. MUNOZ, OR THE SURVIVOR OF THEM, TRUSTEES, OR SUCCESSOR TRUSTEE(S) U/D/T DATED SEPTEMBER 8, 1993, F/B/O THE MUNOZ FAMILY. 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.

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1018v1 (02/21/09)



(page 2 of 6 pages)

Documents Processed 03-26-2009, 06:24:23

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated MARCH 27, 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-EIGHT THOUSAND FIVE HUNDRED AND 00/100THS Dollars (U.S. \$58,500.00) 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 April 27, 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

☒ 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]

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON: LOT 9, IN BLOCK 1, TRACT 1201 WILLIAMSON RIVER PINES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH AN UNDIVIDED 1/10TH INTEREST IN LOT 4, BLOCK 2, TRACT 1201 WILLIAMSON RIVER PINES, 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 _____ 1131 DRAKE DRIVE _____

_____ CHILOQUIN _____, Oregon _____ 97624 _____ ("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.

Daniel J. Munoz TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED
DANIEL J. MUNOZ, TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED SEPTEMBER 8, 1993
SEPTEMBER 8, 1993 -Borrower

Gail A. Munoz TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T
GAIL A. MUNOZ, TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED SEPTEMBER 8, 1993
-Borrower dated Sept. 8, 1993



For An Individual Acting In His/Her Own Right:

State of Oregon)

County of Klamath)

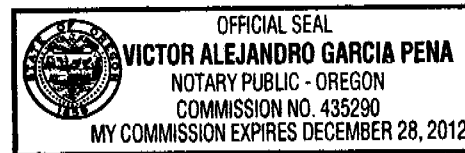
This instrument was acknowledged before me on March 27, 2009 (date) by
Daniel J. Muñoz Trustee and Gail A. Muñoz Trustee
(name(s) of person(s))

(Seal, if any)

Victor Garcia
(Signature of notarial officer)

Notary
Title (and Rank)

My commission expires: 12-28-12



For An Individual Trustee Borrower

State of Oregon)

County of Klamath)

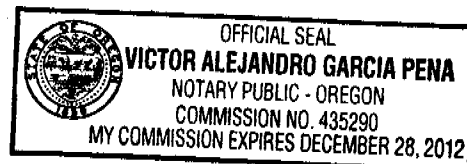
This instrument was acknowledged before me on March 23, 2009 (date) by
Daniel J. Muñoz Trustee and Gail A. Muñoz Trustee
(name(s) of person(s)) as
Trustee (type of authority, e.g. officer, trustee, etc.) of
The Muñoz Family Trust U/D/A Dated September 8, 1993 (name of party on behalf of
whom instrument was executed).

(Seal, if any)

Victor Garcia
(Signature of notarial officer)

Notary
Title (and Rank)

My commission expires: 12-28-12



Reference: 20090497600166
Account: 651-651-2715621-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on **MARCH 27, 2009** 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 **DANIEL J MUNOZ And GAIL A MUNOZ** (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:

1131 DRAKE DRIVE, CHILOQUIN, OREGON 97624

[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 MUNOZ FAMILY 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.

Daniel J Munoz TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED
DANIEL J MUNOZ, TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED **SEPTEMBER 8, 1993**

Gail A Munoz TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED
GAIL A MUNOZ, TRUSTEE OF THE MUNOZ FAMILY TRUST U/D/T DATED **SEPTEMBER 8, 1993**

Attach this Rider to the Security Instrument before Recording

