

2009-014167

Klamath County, Oregon



00074895200900141670130136

11/03/2009 09:53:09 AM

Fee: \$97.00

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:

After recording, return recording
information to:

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

000909010122

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is OCTOBER 13, 2009

1) NAME(S) OF THE TRANSACTION(S) required by ORS 205.234(a)

Short Form Line of Credit Deed of Trust, Manufactured Home Rider to Security Instrument, and
Manufactured Home Affidavit of Affixation

2) DIRECT PARTY / GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160

PENELOPE C MCCARTHY

MIKE MCCARTHY

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:

PENELOPE C MCCARTHY, 7967 GROUND SQUIRREL DR, BONANZA, OREGON 97623-6733

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)(c)

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 (02/21/09)



(page 1 of 4 pages)

Documents Processed 10-09-2009, 10:59:22

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

PENELOPE C MCCARTHY
7967 GROUND SQUIRREL DR
BONANZA, OREGON 97623-6733

Prepared by:

Wells Fargo Bank, N.A.
STEPHANIE ENDRISS, DOCUMENT PREPARATION
2202 W. ROSE GRDN LN S3818-016
PHOENIX, ARIZONA 85027
866-537-8489

~~Billings Address:~~

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

TAX ACCOUNT NUMBER

3811-009A0-02600-00 & M111537

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20092167700021

Account number: 651-651-2801777-1XXX

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 13, 2009, together with all Riders to this document.

(B) "Borrower" is MIKE MCCARTHY AND PENELOPE C. MCCARTHY, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY. 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

(page 2 of 4 pages)

HCWF#1018v1 (02/21/09)



Documents Processed 10-09-2009, 10:59:22

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OCTOBER 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 November 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]:

☐ Leasehold Rider

☐ Third Party Rider

☒ Other(s) [specify]

Manufactured Home Affidavit of Affixation
Manufactured Home Rider to Security Instrument

(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 33, BLOCK 32, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TAX ACCT NO. 3811-009A0-02600-00 & M111537

which currently has the address of **7967 GROUND SQUIRREL DR**
[Street]
BONANZA, Oregon **97623** ("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

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1018v1 (02/21/09)



(page 3 of 4 pages)

Documents Processed 10-09-2009, 10:59:22

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MM

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.

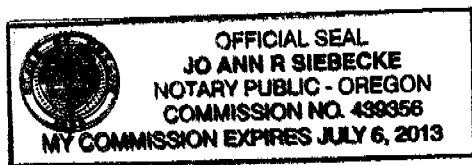
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Trust Deed.

Penelope C. McCarthy
PENELOPE C MCCARTHY -Borrower
Mike McCarthy
MIKE MCCARTHY -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon)
County of KLAMATH)

This instrument was acknowledged before me on 10/13/09 (date) by
-PENELOPE C. MCCARTHY and
MIKE MCCARTHY- (name(s) of person(s))



(Seal, if any)

Jo Ann R. Siebecke
(Signature of notarial officer)

NOTARY PUBLIC
Title (and Rank)

My commission expires: _____



PCM
v/m

EXHIBIT A

Reference: 20092167700021

Account: 651-651-2801777-1998

Legal Description:

**LOT 33, BLOCK 32, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66
UNIT, PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,
OREGON. TAX ACCT NO. 3811-009A0-02600-00 & M111537**



MM
PCM

_____, 20____
Date

Place of Recording

Record & Return by [X] Mail [] Pickup to:

WELLS FARGO HOME MORTGAGE

Name
1 HOME CAMPUS, X2303-01W

Address 1
DES MOINES, IA 50328

Address 2

Tax Parcel No. _____

Legal Description is at page ____.

Lot Block Plat or Section

Township Range Quarter/Quarter Section

This Instrument Prepared By:

Ann Watt

Preparer's Name
Loan Document Specialist 4

Preparer's Title
2801 4th Avenue South

Preparer's Address 1
Minneapolis, MN 55408

Preparer's Address 2
612-312-5224

Preparer's Telephone Number
N/A

Preparer's Signature

WELLS FARGO HOME MORTGAGE

Lender's Name
1 HOME CAMPUS, X2303-01W

Lender's Address 1
DES MOINES, IA 50328

Lender's Address 2
PENELOPE C MCCARTHY & MIKE MCCARTHY

Borrower's Name
7967 GROUND SQUIRREL DRIVE

Borrower's Address 1
BONANZA, OR 97623

Borrower's Address 2

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Manufactured Home Rider to Security Instrument ("Rider") is made _____, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

WELLS FARGO HOME MORTGAGE ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at:

7967 GROUND SQUIRREL DRIVE **BONANZA, OR 97623**
(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

USED	1989	GOLDEN WEST	BD664F-4	GW30REBD48525	66X27
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Serial No	Length x Width

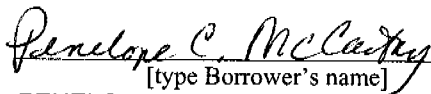
4. **Affixation.** Borrower covenants and agrees:
 - (a) to affix the Manufactured Home to a permanent foundation on the Property;
 - (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
 - (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
 - (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property; and
 - (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.
5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.
6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

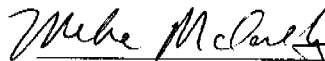
Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance sufficient to cover the replacement cost of the Manufactured Home.
7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:
 - (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;

- (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
- (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
- (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.


[type Borrower's name]

PENELOPE C MCCARTHY



MIKE MCCARTHY

By: _____ (seal)

[type signatory's name]

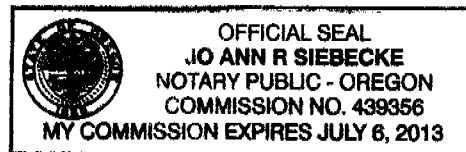
Its: _____
[authorized officer]

STATE OF OREGON)
) ss.:
COUNTY OF KLAMATH)

On the 13th day of OCTOBER in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared PENELOPE C. MCCARTHY and MIKE MCCARTHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

JoAnn R. Siebecke
Notary Signature
JOANN R. SIEBECKE
Notary Printed Name

Notary Public; State of OREGON
Qualified in the County of KLAMATH
My commission expires: 07.06.2013
Official Seal:



_____, 20____
Date

Place of Recording

Record & Return by [X] Mail [] Pickup to:

WELLS FARGO HOME MORTGAGE

Name

1 HOME CAMPUS, X2303-01W

Address 1

DES MOINES, IA 50328

Address 2

Tax Parcel No. _____

Legal Description is at page ____.

Lot Block Plat or Section

Township Range Quarter/Quarter Section

This Instrument Prepared By:

Ann Watt

Preparer's Name

Loan Document Specialist 4

Preparer's Title

2801 4th Avenue South

Preparer's Address 1

Minneapolis, MN 55408

Preparer's Address 2

612-312-5224

Preparer's Telephone Number

N/A

Preparer's Signature

WELLS FARGO HOME MORTGAGE

Lender's Name

1 HOME CAMPUS, X2303-01W

Lender's Address 1

DES MOINES, IA 50328

Lender's Address 2

PENELOPE C MCCARTHY & MIKE MCCARTHY

Homeowner's Name

7967 GROUND SQUIRREL DRIVE

Homeowner's Address 1

BONANZA, OR 97623

Homeowner's Address 2

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

Homeowner, being duly sworn, on his or her oath, states as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

<u>USED</u>	<u>1989</u>	<u>GOLDEN WEST</u>	<u>BD664F-4</u>	<u>GW30REBD48525</u>	<u>66X27</u>
New/Used Year	Manufacturer's Name	Model Name or Model No.	Manufacturer's Serial No.	Length / Width	

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed in the real estate conveyance records.

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the HUD installation standards disclosure, (ii) the manufacturer's warranty for the Home, (iii) the Consumer Manual for the Home, (iv) the Insulation Disclosure for the Home, and (v) the formaldehyde health notice for the Home.

4. The Home is or will be located at the following "Property Address":

<u>7967 GROUND SQUIRREL DRIVE</u>	<u>BONANZA</u>	<u>KLAMATH</u>	<u>OR</u>	<u>97623</u>
Street or Route	City	County	State	Zip Code

5. The legal description of the Property Address ("Land") is:

SEE ATTACHED LEGAL DESCRIPTION

6. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home ☒ is ☐ shall be anchored to the Land by attachment to a permanent foundation, in accordance with applicable federal, state and local building codes and manufacturer's specifications, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner has obtained or shall obtain all permits and certifications required by governmental authorities.
10. If Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. Other than those disclosed in this Affidavit, Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed in the real estate conveyance records.

12. [Homcowner shall initial only one of the following, as it applies to title to the Home. Closing Agent; please refer to the Manufactured Home and Land Supplemental Closing Instructions for completion instructions]:

☐ The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.

☐ The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.

☒ The manufacturer's certificate of origin and/or certificate of title to the Home [] shall be ☒ has been eliminated as required by applicable law.

☐ The Home shall be covered by a certificate of title.

13. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 13 day of October, 2009.

Penelope C. McCarthy (Seal)
Homeowner #1

PENELOPE C MCCARTHY

Printed Name

Mike McCarthy (Seal)
Homeowner #2

MIKE MCCARTHY

Printed Name

Witness (Seal)

Printed Name

Witness (Seal)

Printed Name

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed in the real estate conveyance records.

Page 3 of 4

Manufactured Home Affidavit of Affixation

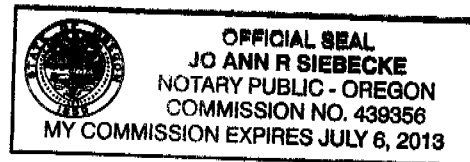
Rev. 01/06/09

STATE OF OREGON)
) ss.:
COUNTY OF KLAMATH)

On the 13th day of OCTOBER in the year 2009 before me,
the undersigned, a Notary Public in and for said State, personally appeared
FENELOPE C. MCCARTHY and MIKE MCCARTHY
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)
is(are) subscribed to the within instrument and acknowledged to me that he/shc/they executed the same in
his/her/their capacity(ies), and that by his/her/their signaturc(s) on the instrument, the individual(s), or the person on
bghalf of which the individual(s) acted, executed the instrument.

Joann R. Siebecke
Notary Signature
JOANN R. SIEBECKE
Notary Printed Name

Notary Public; State of OREGON
Qualified in the County of KLAMATH
My commission expires: 07-06-2013



Official Seal:

ATTENTION COUNTY CLERK: This instrument covers goods that are or arc to become fixtures on the Land described herein and
is to be filed in the real estate conveyance records.

Page 4 of 4

Manufactured Home Affidavit of Affixation

Rev. 01/06/09