

2010-001821

Klamath County, Oregon



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02/03/2010 09:19:52 AM

Fee: \$52.00

**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****PRINT or TYPE ALL INFORMATION***AK-#200912094057*The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **JANUARY 06, 2010****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**STEPHANIE S. AGRESTI-PARKSNATHAN R. PARKS**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:**STEPHANIE S AGRESTI-PARKS , 15812 TIMBERLINE LN, KENO, OREGON 97601**6) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**\$ 25,000.00**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:

STEPHANIE S AGRESTI-PARKS  
15812 TIMBERLINE LN  
KENO, OREGON 97601

Prepared by:

Wells Fargo Bank, N.A.  
SUNDAY LUTZ, DOCUMENT PREPARATION  
2202 W. ROSE GARDEN LANE  
PHOENIX, ARIZONA 85027  
888-524-2139

After recording, return recording information to:

American Title, Inc.  
PO Box 641010  
Omaha, NE 68164-1010

TAX ACCOUNT NUMBER  
R490221

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## SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20093369700044

Account number: 650-650-9560129-1XXX

### 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 JANUARY 06, 2010, together with all Riders to this document.

(B) "Borrower" is NATHAN R. PARKS AND STEPHANIE S. AGRESTI-PARKS, 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)



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**JANUARY 06, 2010.** 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, **TWENTY-FIVE THOUSAND AND 00/100THS** Dollars (U.S. **\$25,000.00**) 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 February 06, 2050.**

(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]

**THE FOLLOWING DESCRIBED REAL PROPERTY: LOT 3, BLOCK 6, ORIGINAL PLAT, KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.**

which currently has the address of \_\_\_\_\_ **15812 TIMBERLINE LN** \_\_\_\_\_  
[Street]  
\_\_\_\_\_ **KENO** \_\_\_\_\_, 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.

Stephanie S. Agresti-Parks  
STEPHANIE S. AGRESTI-PARKS -Borrower

Nathan R. Parks  
NATHAN R. PARKS -Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon )

County of Klamath )

This instrument was acknowledged before me on 12-6-10 (date) by  
STEPHANIE S. AGRESTI-PARKS NATHAN R. PARKS  
(name(s) of person(s))



(Seal, if any)

Deborah Jean Swingle  
(Signature of notarial officer)

Notary  
Title (and Rank)

My commission expires: 7-18-2011

