

2010-006474

Klamath County, Oregon



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05/28/2010 10:16:52 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: 201004070098
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **MAY 11, 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**MARY L GARDNERMARY L GARDNER, AS ATTORNEY IN
FACT FOR DAVID V GARDNER**3) INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160**Wells Fargo Bank, N.A. , BENEFICIARY**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:**DAVID V GARDNER , 765 S HANSEN AVE, SALEM, OREGON 97302-5549**6) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**\$ 37,000.00**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 (02/21/09)



(page 1 of 4 pages)

Documents Processed 05-10-2010, 18:23:16

Until a change is requested, all tax statements shall be
sent to the following address:
DAVID V GARDNER
765 S HANSEN AVE
SALEM, OREGON 97302-5549

Prepared by:
Wells Fargo Bank, N.A.
DANIEL SEMPLE, DOCUMENT PREPARATION
1801 PARK VIEW DRIVE
SHOREVIEW, MINNESOTA 55126-5030
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
R569753

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20100837800067

Account number: 651-651-2891869-1XXX

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 MAY 11, 2010, together with all Riders to this document.

(B) "Borrower" is DAVID V. GARDNER AND MARY L. GARDNER, 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



MAY 11, 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, **THIRTY-SEVEN THOUSAND AND 00/100THS** Dollars (U.S. **\$37,000.00**) 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 June 11, 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]:

☐ Leasehold Rider

☐ Third Party Rider

☐ 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 OF THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT: LOT 16, IN BLOCK 7 OF GATEWOOD, TRACT NO. 1035, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

which currently has the address of _____ **4765 GLENWOOD DRIVE** _____
[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.

Mary L Gardner
MARY L GARDNER

-Borrower

Mary L Gardner, as attorney in fact for David V Gardner
MARY L GARDNER, AS ATTORNEY IN FACT FOR DAVID V GARDNER

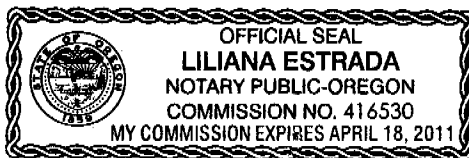
-Borrower

For An Individual Acting In His/Her Own Right:

State of Oregon)

County of Marion)

This instrument was acknowledged before me on May 11th, 2010 (date) by
Mary L Gardner,
(name(s) of person(s))



(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public
Title (and Rank)

My commission expires: April 18, 2011

