

2010-009631

Klamath County, Oregon



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08/13/2010 09:15:20 AM

Fee: \$67.00

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:

AMERICAN TITLE, INC.

P.O. BOX 641010

OMAHA, NE 68164-1010

ATI#

201007120710

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **JULY 27, 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**

**MARTIN DOMINIC MONCIARDINI, TRUSTEE OF
THE MARTIN DOMINIC MONCIARDINI AND
DELLA EVON MONCIARDINI LIVING TRUST**

**DELLA EVON MONCIARDINI, TRUSTEES
OF THE MARTIN DOMINIC
MONCIARDINI AND DELLA EVON
MONCIARDINI LIVING TRUST**

- 3) **INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160**

Wells Fargo Bank, N.A., as Beneficiary also

- 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:**

MARTIN DOMINIC MONCIARDINI, 9616 ARANT RD, KLAMATH FALLS, OREGON 97603-9405

- 6) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**
\$ 74,900.00

- 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 (05/22/10)



(page 1 of 6 pages)

Documents Processed 07-23-2010, 07:49:28

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

MARTIN DOMINIC MONCIARDINI
9616 ARANT RD
KLAMATH FALLS, OREGON 97603-9405

Prepared by:

Wells Fargo Bank, N.A.
SUSAN CAPELLO, DOCUMENT PREPARATION
1801 PARK VIEW DRIVE (MAC # N9
SHOREVIEW, MINNESOTA 55126-5030
866-656-9659

~~Return Address:~~

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

TAX ACCOUNT NUMBER
R830426

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20101557900076

Account number: 650-650-9837683-1XXX

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 JULY 27, 2010, together with all Riders to this document.

(B) "Borrower" is MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI, TRUSTEES OF THE MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI LIVING TRUST. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Wells Fargo Bank, N.A., as Beneficiary also 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,

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#1018v1 (05/22/10)



(page 2 of 6 pages)

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MT 59107.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated **JULY 27, 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, **SEVENTY-FOUR THOUSAND NINE HUNDRED AND 00/100THS** Dollars (U.S. **\$74,900.00**) 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 August 27, 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]

**THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF KLAMATH AND STATE OF OREGON, FREE OF ENCUMBRANCES EXCEPT AS SPECIFICALLY SET FORTH HEREIN:
LOT 4 BLOCK 5 OF FIRST ADDITION TO SHIELD CREST, 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 _____ **9616 ARANT RD** _____
[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 seized 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.

Martin Dominic Monciardini, Trustee of the *Della Evon Monciardini and Martin Monciardini* Living Trust
MARTIN DOMINIC MONCIARDINI, TRUSTEE OF THE MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI LIVING TRUST -Borrower

Della Evon Monciardini, Trustees of the *Martin Dominic Monciardini and Della Evon Monciardini* Living Trust
DELLA EVON MONCIARDINI, TRUSTEES OF THE MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI LIVING TRUST -Borrower

Monciardini and Della Evon Monciardini Living Trust



For An Individual Acting In His/Her Own Right:

State of Oregon)

County of _____)

This instrument was acknowledged before me on _____ (date) by

(name(s) of person(s))

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

My commission expires: _____



For An Individual Trustee Borrower

State of Oregon)

County of Klamath)

This instrument was acknowledged before me on July 27, 2007 ²⁰¹⁰ ~~2007~~ ⁸⁸ (date) by
Martin Dominic Monciardini — Della Erna Monciardini
(name(s) of person(s)) as

Trustees (type of authority, e.g., officer, trustee, etc.) of Monciardini Living Trust
Martin Dominic Monciardini and Della Erna (name of party on behalf of
whom instrument was executed).



(Seal, if any)

Paul Bloom
(Signature of notarial officer)

Notary Public
Title (and Rank)

My commission expires: 10/5/2011



Reference: 20101557900076
Account: 650-650-9837683-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on JULY 27, 2010 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 MARTIN DOMINIC MONCIARDINI And DELLA EVON MONCIARDINI (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:

9616 ARANT RD, KLAMATH FALLS, OREGON 97603

[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 MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI LIVING 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.

Martin Dominic Monciardini, Trustee of the Martin Dominic Monciardini and Della Evon Monciardini Living Trust
MARTIN DOMINIC MONCIARDINI, TRUSTEE OF THE MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI LIVING TRUST

Della Evon Monciardini, Trustees of the Martin Dominic Monciardini and Della Evon Monciardini Living Trust
DELLA EVON MONCIARDINI, TRUSTEES OF THE MARTIN DOMINIC MONCIARDINI AND DELLA EVON MONCIARDINI LIVING TRUST

Attach this Rider to the Security Instrument before Recording

