

2010-009751

Klamath County, Oregon



08/17/2010 09:09:29 AM

Fee: \$57.00

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 26, 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**

RAFAEL ANGULO BENAVIDEZ

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:**

RAFAEL A BENAVIDEZ , 4524 ONYX AVE, KLAMATH FALLS, OREGON 97603-7475

6) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**
\$ 34,000.00

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 5 pages)

Documents Processed 03-26-2010, 10:09:23

Until a change is requested, all tax statements shall be
sent to the following address:
RAFAEL A BENAVIDEZ
4524 ONYX AVE
KLAMATH FALLS, OREGON 97603-7475

Prepared by:
Wells Fargo Bank, N.A.
CARRIE A. HOEGH, DOCUMENT PREPARATION
1801 PARK VIEW DRIVE (MAC # N9
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
R3809-029DC-03300-000

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20100677800159

Account number: 651-651-2870772-1XXX

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 26, 2010, together with all Riders to this document.

(B) "Borrower" is RAFAEL ANGULO BENAVIDEZ, A MARRIED PERSON. 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



MARCH 26, 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-FOUR THOUSAND AND 00/100THS** Dollars (U.S. \$34,000.00) 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 April 26, 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: BEGINNING AT A POINT ON THE EAST LINE OF 11TH STREET, AT A POINT 95 FEET NORTHWEST OF THE MOST SOUTHERLY CORNER OF LOT 4, BLOCK 68, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, AS SHOWN BY THE DULY RECORDED PLAT THEREOF; THENCE NORTHEASTERLY AT RIGHT ANGLES TO 11TH STREET TO THE NORTHERLY LINE OF SAID LOT 4; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 4 TO THE MOST WESTERLY CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF 11TH STREET, TO THE POINT OF BEGINNING, BEING SAID LOT 4, EXCEPT THE SOUTHERLY 95 FEET THEREOF.

which currently has the address of _____ **743 N 11TH STREET** _____
[Street]
KLAMATH FALLS _____, 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 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.


RAFAEL ANGULO BENAVIDEZ

-Borrower



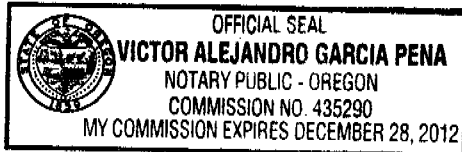
For An Individual Acting In His/Her Own Right:

State of Oregon)

County of Klamath)

This instrument was acknowledged before me on 3-26-2010 (date) by
Rafael Angulo Benavidez

(name(s) of person(s))



(Seal, if any)

Victor Alejandro Garcia Pena
(Signature of notarial officer)

Notary Public
Title (and Rank)

My commission expires: 12-28-2012

