

2011-006782

Klamath County, Oregon



00102793201100067820110116

RECORDING COVER SHEET

06/03/2011 09:39:30 AM

Fee: \$87.00

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.

After recording, return recording
information to:

THIS SPACE RESERVED FOR

COUNTY RECORDING USE ONLY

American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010
201103310336

PRINT or TYPE ALL INFORMATION

The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is **MAY 11, 2011**

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**

**WILLIAM F LEECH, TRUSTEE OF THE LEECH
FAMILY REVOCABLE TRUST UTA DATED
MARCH 14, 2008**

**MARTHA L LEECH, TRUSTEE OF THE
LEECH FAMILY REVOCABLE TRUST
UTA DATED MARCH 14, 2008**

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:**

W F LEECH , 145452 BIRCHWOOD RD, LA PINE, OREGON 97739-9242

6) **TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030**

\$ 96,250.00

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:

W F LEECH
145452 BIRCHWOOD RD
LA PINE, OREGON 97739-9242

Prepared by:

Wells Fargo Bank, N.A.
SHANNON BUTTREY, DOCUMENT PREPARATION
ONE HOME CAMPUS
DES MOINES, IOWA 50328
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

2310-036B0-07700-000 & 2310-036B0-0

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20110817800011

Account number: 682-682-0406430-1XXX

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, 2011, together with all Riders to this document.

(B) "Borrower" is WILLIAM F. LEECH AND MARTHA L. LEECH, TRUSTEES OF THE LEECH FAMILY REVOCABLE TRUST UTA DATED MARCH 14, 2008. 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)



Documents Processed 05-06-2011, 14:38:20

MT 59107.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated MAY 11, 2011. 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, NINETY-SIX THOUSAND TWO HUNDRED FIFTY AND 00/100THS Dollars (U.S. \$96,250.00) 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, 2051.

(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

☒ X 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 July 31, 2007, as Instrument No. 2007-42061 in Book n/a at Page n/a of the Official Records in the Office of the Recorder of Deschutes 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 _____ Deschutes _____ :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOTS 2, 3, AND 4 IN BLOCK 3, TRACT 1060, SUN FOREST ESTATES, 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 145452 BIRCHWOOD RD
[Street]
LA PINE, Oregon 97739 ("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.

William F. Leech Trustee
WILLIAM F LEECH, TRUSTEE OF THE LEECH FAMILY REVOCABLE TRUST UTA
DATED MARCH 14, 2008 -Borrower

Martha L Leech Trustee
MARTHA L LEECH, TRUSTEE OF THE LEECH FAMILY REVOCABLE TRUST UTA
DATED MARCH 14, 2008 -Borrower



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: _____

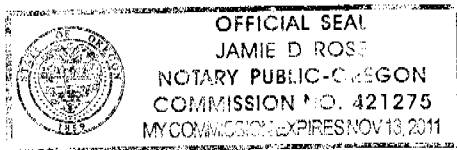


For An Individual Trustee Borrower

State of Oregon)

County of Klamath)

This instrument was acknowledged before me on May 11, 2011 (date) by
William F. Leech and Martha L. Leech (name(s) of person(s)) as
Trustees (type of authority, e.g., officer, trustee, etc.) of
The Leech Family Revocable Trust UTA (name of party on behalf of
whom instrument was executed).



(Seal, if any)

Jamie D. Rose
(Signature of notarial officer)
Jamie D. Rose
Notary Public
Title (and Rank)

My commission expires: Nov. 13, 2011



Reference: 20110817800011
Account: 682-682-0406430-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on MAY 11, 2011 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 WILLIAM F LEECH And MARTHA L LEECH (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:

145452 BIRCHWOOD RD. LA PINE, OREGON 97739

[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 LEECH FAMILY REVOCABLE 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.

William F Leech Trustee

WILLIAM F LEECH, TRUSTEE OF THE LEECH FAMILY REVOCABLE TRUST UTA
DATED MARCH 14, 2008

Martina L Leech Trustee

MARTHA L LEECH, TRUSTEE OF THE LEECH FAMILY REVOCABLE TRUST UTA
DATED MARCH 14, 2008

Attach this Rider to the Security Instrument before Recording



~~April 15~~ May 11, 20 11
Date

Place of Recording

Record & Return by ☒ Mail ☐ Pickup

~~WELLS FARGO BANK N.A.~~

Name

~~1 HOME CAMPUS, X2303-01P~~

Address 1

~~DES MOINES, IA 50328~~

Address 2

Tax Parcel No.

Legal Description is at page 3.

Lot Block Plat or Section

Township Range Quarter/Quarter Section

This Instrument Prepared By:

Leanne Young

Preparer's Name

Preparer's Title

2801 4th Ave S

Preparer's Address 1

Minneapolis, Minnesota 55408

Preparer's Address 2

612-312-5294

Preparer's Telephone Number

Preparer's Signature

WELLS FARGO BANK N.A.

Lender's Name

1 HOME CAMPUS, X2303-01P

Lender's Address 1

DES MOINES, IA 50328

Lender's Address 2

W F LEECH AND MARTHA LEECH

Borrower's Name

145452 BIRCHWOOD RD

Borrower's Address 1

LA PINE, OR 97739

Borrower's Address 2

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Manufactured Home Rider to Security Instrument ("Rider") is made 5-11-2011, 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:

145452 BIRCHWOOD RD, LA PINE OR 97739

(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 | 2000 | FUQUA | 953 | 17506ABC | 066 | x | 038 |
| 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.**

Page 2 of 4

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 exercise 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

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

W.F. Leech

[type Borrower's name]

W F LEECH

Martha Leech

MARTHA LEECH

By: _____ (seal)

[type signatory's name]

Its:

Page 3 of 4

Its: _____
[authorized officer]

STATE OF Oregon)
) ss.:
COUNTY OF Klamath)

On the 11 day of May in the year 2011
before me, the undersigned, a Notary Public in and for said State, personally appeared
W.F. Leech and Martha Leech

~~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.

Jamie D. Rose
Notary Signature
Jamie D. Rose
Notary Printed Name

Notary Public; State of Oregon
Qualified in the County of Deschutes
My commission expires: Nov. 13, 2011

Official Seal:

