

2012-004601

Klamath County, Oregon



00117514201200046010050055

**RECORDING COVER SHEET**

05/02/2012 09:54:45 AM

Fee: \$57.00

**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.

**THIS SPACE RESERVED FOR**

COUNTY RECORDING USE ONLY

After recording, return recording  
information to:

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

PRINT or TYPE ALL INFORMATION

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, name(s) and address(es) required by ORS 205.125(1)(b) and ORS 205.160  
WAYNE L. SOHLMAN MARIETTA J. SOHLMAN

14575 HILL RD

KLAMATH FALLS, OR 97603

14575 HILL RD

KLAMATH FALLS, OR 97603

3) INDIRECT PARTY / GRANTEE, name(s) and address(es) required by ORS 205.125(1)(a) and ORS 205.160  
WELLS FARGO BANK, N.A. AS BENEFICIARY ALSO

101 N. PHILLIPS AVE., SIOUX FALLS, SOUTH DAKOTA 57104

4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030  
\$ 50,000.00

5) ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:  
WAYNE L. SOHLMAN

14575 HILL RD

KLAMATH FALLS, OR 97603

6) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERKS LIEN RECORDS,  
ORS 205.121(1)(c)

7) 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

8) Rerecorded to correct  
Previously recorded as

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

WAYNE L SOHLMAN  
14575 HILL RD  
KLAMATH FALLS, OREGON 97603-9717

Prepared by:

Wells Fargo Bank, N.A.  
HECTOR M. ROSAS, DOCUMENT PREPARATION  
11601 N. Black Canyon Hwy  
Phoenix, ARIZONA 85029  
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  
R97816

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## SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20120277500081

Account number: 682-682-0832839-1XXX

### 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 APRIL 04, 2012, together with all Riders to this document.

(B) "Borrower" is WAYNE L. SOHLMAN AND MARIETTA J. SOHLMAN, HUSBAND AND WIFE. 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, MT 59107.

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

(page 2 of 5 pages)



Documents Processed 04-03-2012, 17:24:12

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated **APRIL 04, 2012**. 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, **FIFTY THOUSAND AND 00/100THS** Dollars (U.S. **\$50,000.00**) 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 May 04, 2042**.

(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 LOCATED IN KLAMATH COUNTY, OREGON, TO-WIT: PARCEL 1 OF PARTITION 18-92, SITUATED IN SECTION 16, TOWNSHIP 40 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN WARRANTY DEED RECORDED MAY 1, 1981 IN M-81 ON PAGE 7805, RECORDS OF KLAMATH COUNTY, OREGON.**

which currently has the address of \_\_\_\_\_ **14575 HILL ROAD** \_\_\_\_\_  
[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.

Wayne L. Sohlman  
WAYNE L. SOHLMAN -Borrower

Marietta J. Sohlman  
MARIETTA J. SOHLMAN -Borrower

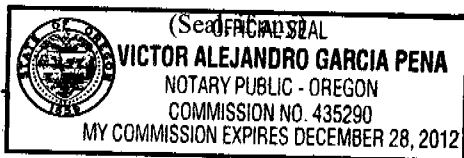


For An Individual Acting In His/Her Own Right:

State of Oregon )

County of Klamath )

This instrument was acknowledged before me on 04/04/2012 (date) by  
Wayne L. Sohlman and Marietta J. Sohlman  
\_\_\_\_\_  
(name(s) of person(s))



Victor Alejandro Garcia Pena  
(Signature of notarial officer)

Notary public  
Title (and Rank)

My commission expires: 12-28-2012

