

RE-RECORDING COVERSHEET

2014-004494

Klamath County, Oregon



00152520201400044940040046

05/05/2014 09:10:06 AM

Fee: \$57.00

After Recording Return To:

Wells Fargo Bank, N.A.
Attn: LENA MUELLER
2324 Overland Ave
MAC B6955-015
Billings, MT 59102

Re-Record to Correct: **Maturity date to 04/30/2054**

At the Request of: **Wells Fargo Bank, N.A.**

Previously Recorded As Microfilm # 2007-013994

The undersigned hereby certifies the above information to be true and correct.

Christina A Brown

CHRISTINA A BROWN, VICE PRESIDENT LOAN DOCUMENTATION

Printed Name and Title

Document Title: **OREGON REAL ESTATE MORTGAGE LINE OF CREDIT INSTRUMENT**

Grantor: **HAROLD G. CAREY, JR. AND KAREN A. CAREY, AS TENANTS BY THE ENTIRETY.**

Grantee: **WELLS FARGO BANK, N.A. formerly known as Wells Fargo Financial Bank**

2007-013994
Klamath County, Oregon



08/08/2007 03:17:23 PM

Fee: \$31.00

**OREGON REAL ESTATE MORTGAGE
LINE OF CREDIT INSTRUMENT**

Maximum Principal secured \$ 20,000.00.

Know All Men by these Presents, to secure any advances (including future advances) on a line of credit issued pursuant to a Credit Card Account Agreement up to the amount stated above as "Maximum Principal Secured," Wells Fargo Financial Bank, Mortgages, and HAROLD G. CAREY JR. AND KAREN A. CAREY COVENANTS BY THE ENTIRETY, Mortgagees, said Mortgagees do hereby grant, bargain, sell, and convey to Mortgagee the following described premises located in KLAMATH County, Oregon:

The description of the property is on a separate addendum attached to this Mortgage/Deed of Trust, which description is part of the Mortgage/Deed of Trust.

Together with tenements, hereditaments, and appurtenances therunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances unto the Mortgagee, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment to Mortgages of Mortgages's initial and future advances to Mortgagee under the Credit Card Account Agreement ("Agreement") in the sum of the Maximum Principal secured between Mortgagee and Mortgages, plus interest to time thereafter, as well as any future note or notes that may be executed and delivered to Mortgagee by Mortgagee from time to time as provided in said promissory note, the total outstanding indebtedness, however, never to exceed the Maximum Principal secured.

Mortgagees covenant that they will at their expense keep all buildings now or hereafter erected upon said property covered by fire and extended coverage insurance in an amount equal to the unpaid balance of said note or notes with loss payable to the Mortgagee, and will pay all taxes and assessments against said property and amounts due on any prior encumbrances, and if they shall fail to so insure or pay said amounts, the Mortgagee may arrange for such insurance and pay said amounts, and all amounts so paid shall become additional indebtedness due hereunder.

Mortgagee's prior written consent and any such sale, conveyance to transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, and the Mortgagee has terminated future advances, or the draw period has expired, and all amounts secured hereunder have been paid in full, this conveyance shall be void, but in case default shall be made in payment of said sums of money due upon said instrument according to agreement therein expressed, then the Mortgagee and its legal representatives may sell the premises above described, with all and every of the appurtenances thereto, in the manner prescribed by law, and out of the money arising from such sale, retain the sums of money due upon said instrument according to agreement therein expressed, together with the taxable costs and disbursements to which the Mortgagee may become entitled as provided by law in its action to realize on the security, and the surplus, if any there be, pay over the Mortgagors.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 24 day of JULY, 2007

Sign Here

Sign Here

Notary Acknowledgment to Follow on Next Page

AMERITITLE, has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its affect upon the title to any real property that may be described therein.

CR-004309-0005 (P001)

3/AMT



STATE OF OREGON)
County of KLAMATH)

I CERTIFY that this is a true and correct copy of a document in the possession of the Klamath County Clerk.

Dated: 3-11-14
LINDA SMITH, Klamath County Clerk

By: Nedra Coste, Deputy

Done in the presence of:

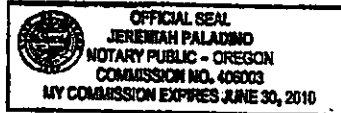
STATE OF Oregon }
COUNTY OF Jackson } ss.

On this 24 day of JULY, 2007, personally appeared the above named HAROLD G. CAREY, JR. AND KAREN A. CAREY, AS TENANTS BY THE ENTIRETY and acknowledged the foregoing instrument to be their voluntary act. Before me:

My Commission Expires: 6-30-2010

Prepared by:
Wells Fargo Financial Bank
PO Box 5943
Sioux Falls, SD 57117-5943

Return to:
Wells Fargo Financial Bank
PO Box 5943
Sioux Falls, SD 57117-5943



Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, JULY 24, 2007, HAROLD G. CAREY, JR., KAREN A. CAREY mortgagor(s):

Legal description:

LOT 22, BLOCK 2, ROLLING HILLS SUBDIVISION TRACT NO 1099, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.