

2018-003618

Klamath County, Oregon

03/26/2018 12:12:01 PM

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:~~
Return to: Dawn Cochran/AEG

Wells Fargo Bank, N.A. 5455 Detroit Rd, STE B
Attn: Document Mgt. Sheffield Village, OH 44054
P.O. Box 31557 440-716-1820
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 09, 2018

- 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

DAVID F. FERGUSON

KELLY D. FERGUSON

- 3) INDIRECT PARTY / GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160
Wells Fargo Bank, N.A., as beneficiary also, whose address is 101 North Phillips Avenue, Sioux Falls, SD 57104.

- 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:
DAVID F FERGUSON, 1965 PORTLAND ST KLAMATH FALLS, OR 97601

- 6) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030
\$100,000.00

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

- 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) Rerecorded to correct _____
Previously recorded as _____

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#1018v1 (2/10/18)
OR-107006-0118

(page 1 of 6 pages)
Documents Processed 03-06-2018 17:27:08

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

DAVID F FERGUSON
1965 PORTLAND ST
KLAMATH FALLS, OR 97601

Prepared by:

WELLS FARGO BANK, N.A.
VICKI L LAPAJ
DOCUMENT PREPARATION
9600 NE CASCADES PKWY.
PORTLAND, OR 97720
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

R-3809-028BC-09400-000

[Space Above This Line For Recording Data]

SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20180220008704

ACCOUNT #: XXX-XXX-XXX7160-1998

DEFINITIONS

3366354-03

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 09, 2018, together with all Riders to this document.

(B) "Borrower" is DAVID F. FERGUSON AND KELLY D. FERGUSON, MARRIED TO EACH OTHER AS TENANTS BY THE ENTIRETY. 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. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Wells Fargo Financial National Bank.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated March 09, 2018. 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, ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) 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 09, 2048.

(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 [mark as applicable]:

N/A Leasehold Rider
N/A Third Party Rider
N/A Other(s) [specify] N/A

(I) "Master Form Deed of Trust" means the Master Form Line of Credit Deed of Trust dated June 14, 2007, and recorded on August 2, 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: LOT 22 IN BLOCK 36 OF HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. THIS BEING THE SAME PROPERTY CONVEYED TO DAVID F. FERGUSON AND KELLY D. FERGUSON, AS TENANTS BY THE ENTIRETY, BY DEED FROM ROBERT A. WELZBACKER AND KATHRYN R. WELZBACKER, CO-TRUSTEES OF THE ROBERT ALLEN WELZBACKER AND KATHRYN ROSE WELZBACKER JOINT REVOCABLE LIVING TRUST, DATED 03/06/2009 AND RECORDED ON 03/09/2009 IN INSTRUMENT NO. 2009-003373, IN THE KLAMATH COUNTY RECORDERS OFFICE. PARCEL NO. R-3809-028BC-09400-000

which currently has the address of
1965 PORTLAND ST

[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.

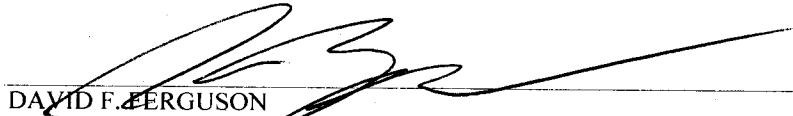
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally 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.



DAVID F. FERGUSON

- Borrower



KELLY D. FERGUSON

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Georgia Louise Ketchmark
NMLSR ID: 1671597

For An Individual Acting In His/Her Own Right:

State of Oregon)

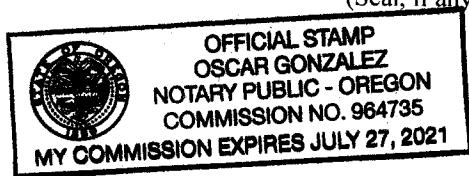
County of Klamath)

This instrument was acknowledged before me on 3-9-18 (date) by
DAVID F. FERGUSON

KELLY D. FERGUSON

(name(s) of person(s))

(Seal, if any)



My commission expires: 7-27-21

[Signature]
(Signature of notarial officer)

Notary Public
Title (and Rank)