2019-014080

Klamath County, Oregon

12/04/2019 01:50:01 PM

Fee: \$107.00

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## **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. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900	Return to: Dawn Tetlak/AEG 5455 Detroit Rd, STE B Sheffield Village, OH 44054 440-716-1820	PRINT or TYPE ALL INFO	ORMATION	
The date of this Short Form	Line of Credit Deed of Trust ("Security In	nstrument") is November 22, 2019		
	RANSACTION(S) required by ORS 20 Credit Deed of Trust	5.234(a)	· •	
2) DIRECT PARTY / G	RANTOR, required by ORS 205.125(1)	(b) and ORS 205.160		
MELANIE A. BAKER				
WIDDIA WE THE DIRECT				
	•			
STEVEN BAKER	<u> </u>			
		,		
Wells Fargo Bank, N.A. 4) TRUSTEE NAME an	GRANTEE, required by ORS 205.125 ., as beneficiary also, whose addres d ADDRESS tional Bank c/o Specialized Service	s is 101 North Phillips Avenue		SD 57104.
	MENTS SHALL BE SENT TO TH 10445 HWY 39 KLAMATH FAL			
6) TRUE and ACTUAL \$220,000.00	CONSIDERATION (if any), ORS 93.00	30		
	SATISFACTION ORDER or WARRA	NT FILED IN THE COUNTY C	LERKS LIEN R	ECORDS,
8) THE AMOUNT OF T CHARGES FOR WHICH	THE CIVIL PENALTY OF THE AMOU THE WARRANT< ORDER OR JUDG	UNT, INCLUDING PENALTIES, GMENT WAS ISSUED. ORS 205.	INTEREST AN 125(1)(c) and O	D OTHER RS 18.325
9) Rerecorded to correct Previously recorded a	s			
· · · · · · · · · · · · · · · · · · ·	MOPEN-END SECURITY INSTRUME	NT	(μ Processed 11-	page 1 of 5 page 20-2019 15:39:

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

MELANIE A BAKER 10445 HWY 39 KLAMATH FALLS, OR 97603

Prepared by:

WELLS FARGO BANK, N.A. LARRY FRITZ DOCUMENT PREPARATION 2324 OVERLAND AVE BILLINGS, MT 59102 406-655-6976

**Return Address:** 

Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

TAX ACCOUNT NUMBER

602805

Return to: Dawn Tetlak/AEG 5455 Detroit Rd, STE B Sheffield Village, OH 44054 440-716-1820

# [Space Above This Line For Recording Data] SHORT FORM LINE OF CREDIT TRUST DEED

REFERENCE #: 20192370003999

**DEFINITIONS** 

4436610-03

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 November 22, 2019, together with all Riders to this document.
- (B) "Borrower" is STEVEN BAKER AND MELANIE A. BAKER, 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 November 22, 2019. 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, TWO HUNDRED TWENTY THOUSAND AND 00/100THS Dollars (U.S. \$ 220,000,00) 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 December 22, 2049.
- (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.

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#1018v1 (11/16/19) OR-107006-0419

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(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]						
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]						
SEE ATTACHED EXHIBIT						
which currently has the address of 10445 HIGHWAY 39						
[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

OREGON - SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#1018v1 (11/16/19) OR-107006-0419

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.

MELANJE A. BAKER - Borrower

Stenen Bally

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

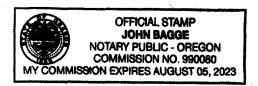
Loan Originator's Name: TOMIKA YLONDA CALDWELL

NMLSR ID: 1656379

- Borrower

For An Individual Acting In His/Her Own Ri	ight:	
State of Oregon	)	
County of KLAMATH	)	
This instrument was acknown	owledged before me on 20019 (date)	эy
MELANIE A. BAKER		
STEVEN BAKER		

(name(s) of person(s))



(Seal, if any)

Signature of notarial officer)

Title (and Rank)

My commission expires: 544623

#### **EXHIBIT A**

Reference: 20192370003999 Account: XXX-XXX-XXX8501-1998

### **Legal Description:**

THE FOLLOWING DESCRIBED REAL PROPERTY FREE OF LIENS AND ENCUMBRANCES, EXCEPT AS SPECIFICALLY SET FORTH HEREIN SITUATED IN THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON TO WIT: PARCEL 1: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, THENCE NORTH 1466.33 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 264.00 FEET TO A POINT; THENCE EAST TO THE WEST MEANDER LINE OF LOST RIVER; THENCE SOUTHERLY ALONG THE WEST MEANDER LINE OF LOST RIVER TO A POINT THAT IS NORTH 87 DEGREES 30 MINUTES 45 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 30 MINUTES 45 SECONDS WEST TO THE POINT OF BEGINNING. PARCEL 2: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 31 TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, THENCE NORTH 1969.65 FEET TO THE TRUE POINT OF BEGINNING, WHICH POINT IS THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN VOLUME M74, PAGE 13775, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL A DISTANCE OF 1823.2 FEET, MORE OR LESS, TO THE WEST MEANDER LINE OF LOST RIVER; THENCE SOUTHERLY ALONG THE WEST MEANDER LINE OF LOST RIVER TO THE NORTHEAST CORNER OF PARCEL OF LAND DESCRIBED IN DEED VOLUME M80 PAGE 24900-24901, THENCE WEST ALONG THE NORTH LINE OF SAID PARCEL TO THE NORTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 239.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. THIS BEING THE SAME PROPERTY CONVEYED TO STEVEN BAKER AND MELANIE A. BAKER AS TENANTS BY THE ENTIRETY, BY DEED FROM NORMA M. OLLIFFE, DATED 09/30/2015 AND RECORDED ON 10/01/2015 IN INSTRUMENT NO. 2015-010848, IN THE KLAMATH COUNTY RECORDERS OFFICE. PARCEL ID NO. 602805