

2010-009093

Klamath County, Oregon



FRIER, GORDON J

WHEN RECORDED RETURN TO:
FISERV
P.O. BOX 2590
CHICAGO IL 60690



00088052201000090930040047

08/02/2010 09:50:36 AM

Fee: \$52.00

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SHORT FORM DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.

"Master Form" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on 05/06/10, Instrument No. 2010-005328 in Book/Volume _____, at Page(s) _____, for land situate in the County of KLAMATH.

"Security Instrument" means this document, which is dated 07/19/10, together with all Riders to this document.

"Borrower" is
GORDON J. FRIER, MARRIED

The Borrower's address is 2717 OLD MIDLAND RD
KLAMATH FALLS, OR 97603

Borrower is the grantor under this Security Instrument.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.

"Lender" is KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, OH 44144

Lender is the beneficiary under this Security Instrument.

"Trustee" is

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON
200 SW MARKET ST SUITE 250
PORTLAND, OR 97201

"Debt Instrument" means the promissory note signed by Borrower and dated 07/19/10. The Debt Instrument states that Borrower owes Lender U.S. \$ 10,125.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 08/02/2015.

"Property" means the property that is described below under the heading "Transfer of Rights in the Property."

"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.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Debt 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 at

2717 OLD MIDLAND RD KLAMATH FALLS, OR 97603

("Property Address"), which is also located in:

the County of KLAMATH, in the State of Oregon
Parcel Number: R587074
and as may be more fully described in Schedule A.

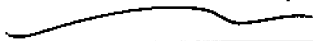
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 25 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

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:


GORDON J. FRIER

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF OREGON
COUNTY OF Jackson

This instrument was acknowledged before me on July 19, 2010 by

Gordon S. Frier
Shelley Brunelle
Notarial Officer

STATE OF OREGON
COUNTY OF _____

This instrument was acknowledged before me on _____ by

Notarial Officer

STATE OF OREGON
COUNTY OF _____

This instrument was acknowledged before me on _____ by

as _____
of _____

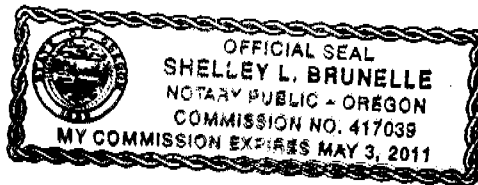
Notarial Officer

STATE OF OREGON
COUNTY OF _____

This instrument was acknowledged before me on _____ by

as _____
of _____

Notarial Officer



THIS INSTRUMENT PREPARED BY: KeyBank National Association / David G. Fisher

Schedule A

ALL OF THAT CERTAIN REAL PROPERTY, SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, WHICH POINT IS 320 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID SECTION THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID SECTION A DISTANCE OF 1,481.6 FEET THENCE EASTERLY AT RIGHT ANGLES 147 FEET THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID SECTION AND 467 FEET DISTANCE THEREFROM 1,481.6 FEET TO THE SOUTH LINE OF SAID SECTION THENCE WESTERLY 147 FEET TO THE POINT OF BEGINNING. EXCEPTING RIGHT OF WAY OF COUNTY ROAD ALONG THE SOUTH LINE OF SAID TRACT. PARCEL ID R587074

Schedule B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

Reference Number: 101800913270C