



00134233201300039450040045

04/15/2013 10:23:16 AM

Fee: \$52.00

~~After Recording Return To:~~

KeyBank National Association  
 Old Republic Title  
 P.O. Box 6899  
 Cleveland, OH 44101

WHEN RECORDED RETURN TO:  
 OLD REPUBLIC TITLE  
 ATTN: POST CLOSING  
 530 SOUTH MAIN STREET  
 SUITE 1031  
 AKRON, OH 44311

866-235-4326

13018164

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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 03/28/13, together with all Riders to this document.

"Borrower" is

PETER R. PATE, MARRIED  
 JUDITH PATE, MARRIED

The Borrower's address is 40275 BRAYMILL DR  
 CHILOQUIN, OR 97624

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. The Co-Grantors, if any, and their addresses, are

JUDITH PATE 40275 BRAYMILL DR CHILOQUIN, OR 97624

"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 03/28/13. The Debt Instrument states that Borrower owes Lender U.S. \$ 94,125.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 04/12/2043.

"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

40275 BRAYMILL DR CHILOQUIN, OR 97624

("Property Address"), which is also located in:  
the County of KLAMATH, in the State of Oregon  
Parcel Number: R195648  
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."

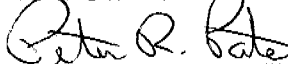
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, 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:



PETER R. PATE

BORROWER:



JUDITH PATE

BORROWER:

BORROWER:

BORROWER:

BORROWER:

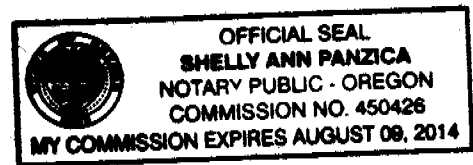
BORROWER:

BORROWER:

STATE OF OREGON  
COUNTY OF JACKSON

This instrument was acknowledged before me on 03/28/2013 by  
Peter R. Date + Joseph Date

Notarial Officer Shelly Ann Panzica



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 / Kristy Young

**Schedule A**

SITUATE IN THE COUNTY OF KLAMATH, AND STATE OF OREGON: LOT 4, BLOCK 11, TRACT NO. 1050 WINEMA PENINSULA, UNIT 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.



TAX ID #R195648

**Schedule B**

Reference Number: 130321227040C