

~~After Recording Return To:~~

KeyBank National Association
Accurate Title Group
P.O. Box 6899
Cleveland, OH 44101

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

1771222-02
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 11/13/2013, Instrument No. 2013-012704 in Book/Volume _____, at Page(s) _____, for land situate in the County of KLAMATH.

"Security Instrument" means this document, which is dated 03/12/15, together with all Riders to this document.

"Borrower" is

ROBERT B. MILLARD, MARRIED
CYNTHIA M. MILLARD, MARRIED

The Borrower's address is 2839 LAKESHORE DR
KLAMATH FALLS, OR 97601

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

CYNTHIA MILLARD 2839 LAKESHORE DR KLAMATH FALLS, OR 97601

"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 loan agreement or other credit instrument signed by Borrower and dated the same day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 131,000.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 03/17/2045.

"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 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 at
2839 LAKESHORE DR KLAMATH FALLS, OR 97601
 (“Property Address”), which is also located in:
the County of KLAMATH, in the State of Oregon
Parcel Number: R423072
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:


ROBERT B. MILLARD

BORROWER:


CYNTHIA M. MILLARD

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF OREGON
COUNTY OF KLAMATH

This instrument was acknowledged before me on MARCH 12, 2015 by
ROBERT B. MILLARD and CYNTHIA M. MILLARD

Jo Ann R. Siebecke
Notarial Officer



STATE OF OREGON
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

2011

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

THAT CERTAIN REAL PROPERTY, WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR APPERTAINING, SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON, DESCRIBED AS FOLLOWS, TO WIT. LOT 10 OF LAKEWOOD HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES THIS BEING THE SAME PROPERTY CONVEYED TO ROBERT B. MILLARD AND CYNTHIA M. MILLARD, HUSBAND AND WIFE, DATED 01.11.2013 AND RECORDED ON 01.18.2013 IN INSTRUMENT NO. 2013 000688, IN THE KLAMATH COUNTY RECORDERS OFFICE. PARCEL NUMBER R423072

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.