2016-003191

Klamath County, Oregon 03/28/2016 08:45:45 AM

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SHORT FORM LINE OF CREDIT TRUST DEED

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		
Recorder on 11/13/2013 Instrument No. 2013-012704 in Book/Volume, at Page(s), for land situate in the		
County of KLAPATH		
"Security Instrument" means this document, which is dated $03/16/16$. together with all		
Riders to this document.		
"Borrower" is		
BRADLEY J. SMITH, MARRIED HTTA BRADLY S. SMITH		
nita braddi 5. Smith		
The Borrower's address is 5213 ASTER LN		
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		
"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. \$ 17,500.00 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 <u>03/21/2046</u> .		
"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

5213 ASTER LN KLAMATH FALLS, OR 97601

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

the County of KLAMATH, in the State of Oregon Parcel Number: R894993

Parcel Number:

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.

DODDOWED.

Billy J St
BRADLEY J. SMITH BORROWER: HTTA R. M.S.
HTTA BRADLY S SMITH BORROWER:
DORROWER:
BORROWER:

STATE OF OREGON	
COUNTY OF Klamath	
This instrument was acknowledged before me on 16 Mars Handley	a practicy so smith
Notarial Officer STATE OF OREGON	OFFICIAL STAMP MARLA MICHELE HANLON-ABEITA NOTARY PUBLIC-OREGON COMMISSION NO. 937810
COUNTY OF	MY COMMISSION EXPIRES MARCH 30, 2019
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	
Maria Circi	

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

Schedule A

SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: LOT 18 OF TRACT 1508 THE GARDENS PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2011-000662, OF THE KLAMATH COUNTY, OREGON RECORDS.

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: 152751523230C