2016-008460

Klamath County, Oregon 08/10/2016 10:19:31 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 in Book/Volume, at Page(s), for land situate in the
in Book/Volume, at Page(s), for land situate in the
County of KLAMATH
"Security Instrument" means this document, which is dated 07/22/16, together with all
Riders to this document.
"Borrower" is
DONALD E. METZGER, MARRIED
TERRYLE L. METZGER, MARRIED
The Borrower's address is 1620 RECTOR DR
LA PINE, OR 97739
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
mistrament. 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. \$ 30,000.00 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 07/27/2046
'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
imitation 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

1620 RECTOR DR LA PINE, OR 977399104

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

the County of KLAMATH, in the State of Oregon Parcel Number: R132920

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.

BUDDUMED.

Dwell & The
DONALD E. METZGER
BORROWER:
Jerryle L. Motzger TERRYLE L. METZGER
BORROWER:
BORROWER:

COUNTY OF Lamath	
This instrument was acknowledged before me on	7/22/2016 by
Notarial Officer	OFFICIAL STAMP BART W. WEYGANDT NOTARY PUBLIC - OREGON
STATE OF OREGON Klamath	COMMISSION NO. 923964 MY COMMISSION EXPIRES JANUARY 15, 2018
This instrument was acknowledged before me on	7/22/2016 by
Notarial Officer	OFFICIAL STAMP
STATE OF OREGON COUNTY OF	BART W. WEYGANDT NOTARY PUBLIC - OREGON COMMISSION NO. 923964
This instrument was acknowledged before me on	BY COMMISSION EXPIRES JANUARY 15, 2010 by
asof	
Notarial Officer	
Notarial Officer STATE OF OREGON COUNTY OF	
STATE OF OREGON	by
STATE OF OREGON COUNTY OF	

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

Notarial Officer

Schedule A

SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, TO-WIT: LOT 4 BLOCK 11 FIRST ADDITION TO RIVERPINES ESTATES ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF 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. M01-53891, 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: 161491242230