

2018-001694

Klamath County, Oregon

02/13/2018 09:46:01 AM

Fee: \$67.00

Return To:

SOLIDIFI U.S INC.  
537 E Pete Rose Way Ste 300  
Cincinnati, Ohio 45273-8043



DF712962

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25753944

## SHORT FORM DEED OF TRUST

### Lender (Name and NMLSR Number)

KeyBank National Association

399797

### Loan Originator (Name and NMLSR Number)

Jennifer Meltzer

804009

### 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 11/14/2013, Instrument No. 2013-18649 in Book/Volume \_\_\_\_\_, at Page(s) \_\_\_\_\_, for land situate in the County of LINN.

"Security Instrument" means this document, which is dated 01/29/18, together with all Riders to this document.

"Borrower" is

THE DONALD DARLEY WARE AND WANNELL CLARICE WARE TRUST DATED  
4/13/01

DONALD D. WARE, TRUSTEE  
WANNELL C. WARE, TRUSTEE

The Borrower's address is 303 SPAULDING AVE  
BROWNSVILLE, OR 97327

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 promissory note signed by Borrower and dated 01/29/18. The Debt Instrument states that Borrower owes Lender U.S. \$ 149,000.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 03/28/2048.

"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

303 SPAULDING AVE BROWNSVILLE, OR 97327

(“Property Address”), which is also located in:

the County of LINN, in the State of Oregon

Parcel Number: 0283057

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:

Donald D. Ware, Trustee  
DONALD D. WARE, TRUSTEE

BORROWER:

Wannell C. Ware, Trustee  
WANNELL C. WARE, TRUSTEE

BORROWER:

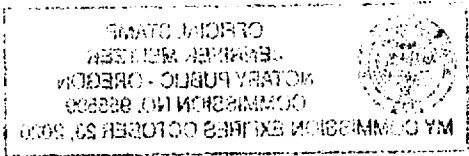
BORROWER:

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BORROWER:  
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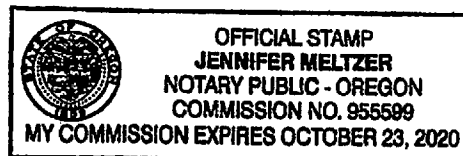
BORROWER:  
\_\_\_\_\_



STATE OF OREGON  
COUNTY OF Linn

This instrument was acknowledged before me on January 29, 2018 by  
Donald D. Ware, Trustee and Wannell C. Ware, Trustee

  
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 / James Ray

**Schedule A**

See Addendum A

**Schedule B**

Reference Number: 173611536140C

## Addendum A

**Property Address:**

303 SPAULDING AVE  
BROWNSVILLE, OR 97327

**Borrower(s):**

DONALD D. WARE, TRUSTEE  
WANNELL C. WARE, TRUSTEE

**Customer Number:**

173611536140C

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**Legal Description of Property**

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SITUATED IN LINN COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS, TO-WIT: A TRACT OF REAL PROEPRTY IN THE NE 1/4 OF THE SW 1/4 OF SECTION 31 T. 13 S., R. 2 W., W.M., LINN COUNTY, OREGON MORE SPECIFICALLY DESCRIBED AS FOLLOWS: LOT 3, BLOCK 14 PLAN OF NORTH BROWNSVILLE, LINN COUNTY, OREGON AND LOTS 1, 2, 3 AND 4 OF BLOCK 15 PLAN OF NORTH BROWNSVILLE, LINN COUNTY, OREGON. CONTAINING 0.89 ACRE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 1542, PAGE 747 OF THE LINN COUNTY, OREGON RECORDS. LESS AND EXCEPT: SITUATED IN THE CITY OF BROWNSVILLE, COUNTY OF LINN, STATE OF OREGON, TO WIT: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 15 IN THE PLAN OF NORTH BROWNSVILLE IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 IN TOWNSHIP 13 SOUTH RANGE 2 WEST, WILLAMETTE MERIDIAN; THENCE, N 00 DEG. 39' 31'' W 54.10 FEET TO A 1.18'' COPPER PLUG STAMPED '' SEADERS PLS 1014', THENCE, S 88 DEG. 38' 25'' E 78.59 FEET TO A 1.18'' COPPER PLUG STAMPED ''SEADERS PLS 1014', THENCE, S 00 DEG. 45' 15'' E 73.10 FEET TO A 5/8'' IRON ROD WITH YELLOW PLASTIC CAP STAMPED ''SEADERS PLS 1014', THENCE N 75 DEG. 11'31'' W A DISTANCE OF 81.62 FEET TO THE POINT OF BEGINNING; CONTAINING 4998 SQUARE FEET. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NUMBER 2007-27859 OF THE LINN COUNTY, OREGON RECORDS. 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