

2021-009432

Klamath County, Oregon

06/16/2021 08:34:00 AM

Fee: \$102.00

After Recording Return To:

KeyBank National Association  
SOLIDIFI - ATTN: Filings  
701 Seneca Street, Suite #661  
Buffalo, NY 14210

[Space Above This Line For Recording Data]

## SHORT FORM DEED OF TRUST

### Lender (Name and NMLSR Number)

KeyBank National Association

399797

### Loan Originator (Name and NMLSR Number)

Sean Patrick Monaghan

805227

### 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. 2013-012703 in Book/Volume \_\_\_\_\_, at Page(s) \_\_\_\_\_, for land situate in the County of KLAMATH.

"Security Instrument" means this document, which is dated 06/05/21, together with all Riders to this document.

"Borrower" is  
JAMES R. ELLIOTT, UNMARRIED

The Borrower's address is 33106 KLAMATH FOREST DR  
SPRAGUE RIVER, OR 97639

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 06/05/21. The Debt Instrument states that Borrower owes Lender U.S. \$ 379,508.13 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 06/20/2036.

"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

33106 KLAMATH FOREST DR SPRAGUE RIVER, OR 97639

("Property Address"), which is also located in:  
the County of KLAMATH, in the State of Oregon  
Parcel Number: R261415  
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:

  
JAMES R. ELLIOTT

BORROWER:

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BORROWER:

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BORROWER:

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**BORROWER:**

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**BORROWER:**

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STATE OF OREGON  
COUNTY OF Clackamas

This instrument was acknowledged before me on June 5, 2021 by

James R. Elliott

Angela Jean Long  
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**

SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON: PARCEL ONE: THE E1/2 OF THE NW1/4 OF THE NE1/4, AND THE NE1/4 OF THE NE /4 OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON. PARCEL TWO: THE SW1/4 OF THE NE1/4 OF SECTION 21, TOWNSHIP 35 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 2021-001229 OF THE KLAMATH 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

**Schedule B**

**Reference Number:** 210371304140C