2022-003677

(page 1 of 5 pages)

Klamath County, Oregon 03/28/2022 08:26:01 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] 6581697 SHORT FORM DEED OF TRUST Lender (Name and NMLSR Number) KeyBank National Association 399797 Loan Originator (Name and NMLSR Number) <u>Jeanna Marie Manning</u> 1073423 **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 <u> 11/13/2013</u> Instrument No. <u>2013-012703</u> in Book/Volume the County , at Page(s) , for land situate KLAMATH together with all Riders "Security Instrument" means this document, which is dated _ 03/21/22 to this document. "Borrower" is
THE ERIC AND TERRI HORN JOINT REVOCABLE LIVING TRUST UNDER
AGREEMENT DATED AUGUST 31, 2021 ERIC M. HORN, TRUSTEE TERRI S. HORN, TRUSTEE The Borrower's address is 130 WASHINGTON ST 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 KeyBank National Association "Lender" is _ 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 03/21/22 Debt Instrument states that Borrower owes Lender U.S. \$ 90,295.00 interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than $\frac{04/05/2052}{}$. "Property" means the property that is described below under the heading "Transfer of Rights in the

KeyBank OR Short Form Closed-End Security Instrument (6/23/21)

HC# 4837-9662-2085v6

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

130 WASHINGTON ST KLAMATH FALLS, OR 97601 ("Property Address"), which is also located in: the County of KLAMATH, in the State of Oregon Parcel Number: 474524 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.

[SIGNATURE PAGE TO FOLLOW]

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:	
Erin M. Man	Trustee
ERIC M. HORN, TRUSTEE OF THE JOINT REVOCABLE LIVING TRUST BORROWER:	7
TERRI S. HORN, TRUSTEE OF TH	E ERIC AND TERRI HORN
	UNDER AGREEMENT DATED AUGUST 31, 2021
BORROWER:	
BORROWER:	• 0
BORROWER:	
BORROWER:	
BORROWER:	

STATE OF OREGON Klamalk	a)
This instrument was acknowledged before me on The first was acknowledged before me on	March 2117 2022 by
both as truste	PS
	NOTARY PUBLIC-OREGON
Notarial Officer	COMMISSION NO. 1007042 MY COMMISSION EXPIRES DECEMBER 22, 2024
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: LOT 9, BLOCK 5, EWAUNA HEIGHTS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 2021-013488 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

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.

EXISTING ENCUMBRANCE(S): KEYBANK NA

Reference Number:

220311029430C