

2013-010031

Klamath County, Oregon



00141744201300100310120125

09/03/2013 09:38:15 AM

Fee: \$92.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED OF TRUST

RECORDING REQUESTED BY &
RETURN TO:
BANK OF AMERICA, N.A.
ATTN: HOME RETENTION DIVISION
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021

Prepared by: LYNDEI WILKINS
BANK OF AMERICA, N.A.
11802 Ridge Parkway, Suite 100
Broomfield, CO 80021
482079-8888

GRANTOR(S):
GRANTEE:

DAVID J KASIK AND FRANCES KASIK
SECRETARY OF DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

APN:

R190705, R772934

TRUSTEE:

ASPEN TITLE

SPACE ABOVE FOR RECORDER USE

WHEN RECORDED MAIL TO:

Bank of America, N.A.
1001 Liberty Avenue, Suite 675
Pittsburgh, PA 12222

PREPARED BY:

Bank of America, N.A.

FHA/VA Case No. 4314755906703

Doc ID 065226927957105B

See Exhibit B for assignments of record if applicable

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument"), is given on July 19, 2013. The Trustor(s) are DAVID J KASIK and FRANCES KASIK, whose address is 4425 Buckskin Way, CHILOQUIN, OR 97624 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137** ("Lender"). Borrower owes Lender the principal sum of \$50,440.20. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on July 1, 2043. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in KLAMATH County, State of **Oregon**: which has the address 4425 Buckskin Way, CHILOQUIN, OR 97624 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:

OREGON - SUBORDINATE DEED OF TRUST - 2/00 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

Page 1 of 7

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

OREGON - SUBORDINATE DEED OF TRUST - 2/00 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

Page 2 of 7

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
4. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
5. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: C&L Service Corp./Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
6. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
7. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

OREGON - SUBORDINATE DEED OF TRUST - 2/00 - HUD INSTRUMENT

8. **ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give Trustee a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold shall record a notice of sale in each county in which the Property or some part thereof is located, and Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the clerk of the superior court of the county in which the sale took place.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under the Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

9. **BORROWER'S RIGHT TO REINSTATE.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
10. **RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
11. **SUBSTITUTE TRUSTEE.** Lender may, from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
12. **AREA OF PROPERTY.** The area of the Property is not more than thirty acres.
13. **IDENTIFICATION OF NOTE.** The Note is identified by a certificate on the Note executed by any Notary Public who certifies an acknowledgment hereto.

OREGON - SUBORDINATE DEED OF TRUST - 2/00 - HUD INSTRUMENT

14. **ATTORNEY'S FEES.** As used in this Security Instrument and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

David J Kasik
David J Kasik

Frances Kasik
Frances Kasik

State of Oregon

County KLAMATH

This instrument was acknowledged before me on (Date) August 19, 2013

by DAVID J. KASIK And FRANCES KASIK
(Borrower(s) Name Printed)

Connie Jo Dusan
(Signature of notarial officer)

Notary
(Title or rank)



My Commission expires : November 6, 2016

(Space Below This Line Reserved For Lender and Recorder)

OREGON - SUBORDINATE DEED OF TRUST - 2/00 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

Page 7 of 7

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

A parcel of land situated in Section 14, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin from which the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 14 bears the following two bearings and distances: South 89° 35' 57" West, 2208.05 feet, North 00° 10' 16" East, 1201.15 feet; thence from said point of beginning South 89° 16' 54" East 1129.61 feet to a point on the East line of the S 1/2 SE 1/4 NE 1/4 of said Section 14; thence South 01° 53' 14" East along the East line of the said W 1/2 SE 1/4 NE 1/4 103.45 feet to the Northeast corner of the NW 1/4 NE 1/4 SE 1/4 of said Section 14; thence South 01° 44' 46" West along the East line of the said NW 1/4 NE 1/4 SE 1/4 of Section 14, 608.11 feet to a point on the Northerly right of way line of the Southern Pacific Railroad; thence Southwesterly along the Northerly right of way line of said Southern Pacific Railroad and along the arc of a 1665.76 feet radius curve to the left (D=04° 42' 04", LC=South 65° 17' 04" West 136.64 feet) 136.68 feet to a point on the South line of the said NW 1/4 NE 1/4 SE 1/4 of Section 14; thence South 89° 35' 57" West along the South line of the said NW 1/4 NE 1/4 SE 1/4 and the South line of the N 1/2 NW 1/4 SE 1/4 of said Section 14, 990.30 feet to a 5/8" iron pin; thence North 788.45 feet to the point of beginning, Klamath County, Oregon.

TOGETHER WITH EXHIBITS A, B, C, D, E, F, G, H AND I:

EXHIBIT A:

An easement 60 feet in width measured at right angles, for purposes of ingress and egress of which the centerline is more particularly described as follows:

Beginning at a point on the South line of the NW 1/4 NW 1/4 of Section 14 and the centerline of an existing road, from which the Southeast corner of the NW 1/4 NW 1/4 of said Section 14 bears South 89° 59' 40" East 626.00 feet; thence from said point of beginning Northeasterly along the centerline of an existing road, the following six bearings and distances: North 18° 16' 56" East 31.94 feet; North 26° 36' 26" East 66.98 feet; North 45° 16' 11" East 133.72 feet; North 52° 35' 15" East 257.59 feet; North 38° 56' 57" East 65.21 feet; South 89° 54' 02" East 246.55 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 14, from which the Southeast corner of the NW 1/4 NW 1/4 of said Section 14 bears South 00° 10' 16" West 391.19 feet.

EXHIBIT F:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles and adjacent to the following described line:

EXHIBIT I:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet; North 89° 54' 02" West 1300.46 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.64 feet to a point on the South line of the N 1/2 NW 1/4 SE 1/4 of said Section 14.

**CODE 149 & 150 MAP 3407-01400 TL 02400 KEY #190705
CODE 150 & 149 MAP 3407-01400 TL 02400 KEY #772934**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

NONE

Beginning at a point, from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 2372.18 feet to a point on the South line of the N 1/2 NE 1/4 SW 1/4 of said Section 14.

EXHIBIT G:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Easterly, measured at right angles and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning; South 2372.18 feet to a point on the South line of the N 1/2 NE 1/4 SE 1/4 of said Section 14.

EXHIBIT H:

An easement 30 feet in width for purposes of ingress and egress lying 30 feet Westerly, measured at right angles and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet; North 89° 54' 02" West 1300.446 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.64 feet to a point on the South line of the N 1/2 NW 1/4 SE 1/4 of said Section 14.

An easement for purposes of ingress and egress lying 30 feet Southerly measured at right angles and adjacent to the following described line:

Beginning at a point on the West line of the NE 1/4 NW 1/4 of Section 14, from which the Southwest corner of the NE 1/4 NW 1/4 of said Section 14 bears South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 1097.61 feet to a point.

EXHIBIT D:

An easement for purposes of ingress and egress lying 30 feet Southerly measured at right angles, and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 02" East 202.85 feet; thence South 89° 54' 30" East 902.78 feet to a point.

EXHIBIT E:

An easement for purposes of ingress and egress lying 30 feet Southerly, measured at right angles and adjacent to the following described line:

Beginning at a point from which the Southwest corner of the NE 1/4 NW 1/4 of Section 14 bears the following three bearings and distances: North 89° 54' 30" West 902.78 feet; North 89° 54' 02" West 1300.46 feet; South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 89° 54' 30" East 1077.27 feet to a point on the East line of the S 1/2 NE 1/4 NE 1/4 of said Section 14.