

2015-010053

Klamath County, Oregon

09/10/2015 09:22:34 AM

Fee: \$72.00

Data ID: 560  
Loan No: 3304352127  
Borrower: VICTOR GEORGE PARRY

Return to: TITLE SOURCE  
ATTENTION: ATTN: MOD POST CLOSE  
662 WOODWARD AVENUE  
DETROIT, MI 48226

59423810-3082558

[Space Above This Line For Recording Data]

FHA Case No.  
431-5430257 703

## PARTIAL CLAIM DEED OF TRUST

MIN: 100039033/43521271  
MERS Phone: 1-888-679-6377

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on March 3, 2015. The Mortgagor is VICTOR GEORGE PARRY, AN UNMARRIED MAN, whose address is 13440 ALGOMA RD, KLAMATH FALLS, OREGON 97601 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender") with Mortgage Electronic Registration Systems, Inc., organized and existing under the laws of Delaware, with an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS ("MERS") acting solely as a nominee for Lender and Lender's successors and assigns. **FOR PURPOSES OF RECORDING THIS SECURITY INSTRUMENT, MERS IS THE MORTGAGEE OF RECORD.** Borrower owes Lender the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FOUR and 48/100 Dollars (U.S. \$17,574.48). 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 **March 1, 2045.**

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 advanced under Paragraph 7 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 irrevocably grants and conveys to Trustee, in trust, with power of sale the following described property located in the County of KLAMATH, Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 13440 ALGOMA RD,  
[Street]  
KLAMATH FALLS, OREGON [City] 97601 ("Property Address");  
[Zip Code]

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 also shall 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 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. **Borrower Not Released; Forbearance 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.
3. **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 co-signing 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.

4. **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: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 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.
5. **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.
6. **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:

7. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date by which the default must be cured; and (d) that failure to cure the default 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 further shall 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender to the extent permitted by Applicable Law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 7, including without limitation reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including without limitation reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 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.

8. **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 debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted by Applicable Law.
9. **Substitute Trustee.** Lender may from time to time 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 Trustee herein and by Applicable Law.
10. **Attorneys' Fees.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.
11. **Required Evidence of Property Insurance.** In the following Warning, "you" and "your" means Borrower and "we," "our," and "us" means Lender.

**WARNING**

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

Loan No: 3304352127

Data ID: 560

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Victor George Parry (Seal)  
VICTOR GEORGE PARRY — Borrower

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

State of OREGON §  
County of KLAMATH §

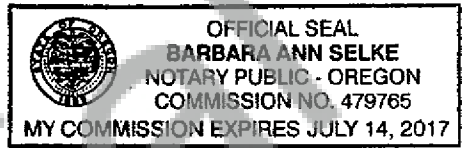
This record was acknowledged before me on July 31, 2015 by VICTOR GEORGE PARRY

Signature of notarial officer: Barbara Ann Selke

Stamp (if required):

Title of office: Notary

My commission expires: July 14, 2017



Unofficial Copy

## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): R378674

Land Situated in the County of Klamath in the State of OR

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 SW 1/4 OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY RIGHT OF WAY OF THE DALLES-CALIFORNIA HIGHWAY, WHICH POINT IS NORTH 56 DEGREES 50 MINUTES EAST 395 FEET FROM AN IRON PIN IN THE WEST LINE OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, WHICH IRON PIN IS 1,328 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 18 FROM SAID POINT OF BEGINNING, RUNS NORTH 10° 25' WEST 80 FEET, THENCE NORTH 56° 50' EAST 65 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES EAST 80 FEET TO THE NORTH BOUNDARY LINE OF SAID DALLES-CALIFORNIA HIGHWAY; THENCE SOUTH 56 DEGREES 50 MINUTES WEST ALONG SAID NORTHERLY BOUNDARY OF SAID HIGHWAY, TO THE PLACE OF BEGINNING.

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 SW 1/4 OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF THE DALLES-CALIFORNIA HIGHWAY, WHICH POINT IS NORTH 56 DEGREES 50 MINUTES EAST 395 FEET FROM AN IRON PIN IN THE WEST LINE OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, WHICH IRON PIN IS 1,328 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 18; FROM SAID POINT OF BEGINNING, RUNS SOUTH 56 DEGREES 50 MINUTES WEST ALONG THE NORTHERLY LINE OF SAID HIGHWAY, 75 FEET; THENCE NORTH 10 DEGREES 25 MINUTES WEST 153.66; FEET THENCE NORTH 63 DEGREES 34 MINUTES EAST 75 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE, 143 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

A PARCEL OF LAND BEING A PORTION OF THE NW 1/4 SW 1/4 OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLIAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE DALLES-CALIFORNIA HIGHWAY FROM WHICH THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLIAMETTE MERIDIAN, KLAMATH COUNTY, OREGON BEARS SOUTH 56 DEGREES 50 MINUTES WEST, 245 FEET AND SOUTH 1,328 FEET; RUNNING, THENCE NORTH 56 DEGREES 50 MINUTES EAST ALONG THE NORTHERLY

LINE OF SAID HIGHWAY, 75 FEET; THENCE NORTH 10 DEGREES 25 MINUTES WEST, 153.66 FEET; THENCE SOUTH 63 DEGREES 34 MINUTES WEST 75 FEET; THENCE SOUTH 11 DEGREES 27 MINUTES EAST 162 FEET TO THE PLACE OF BEGINNING

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 13440 ALGOMA RD , Klamath Falls, OR 97601-9320