

2018-008233

Klamath County, Oregon

07/11/2018 09:33:00 AM

Fee: \$117.00

When recorded mail to:

FIRST AMERICAN TITLE CO.

FAMS – DTO RECORDING

3 FIRST AMERICAN WAY

SANTA ANA, CA 92707-9991

_____[Space Above This Line for Recording Data]_____

Document Title: PARTIAL CLAIMS MORTGAGE

Document Date: MAY 3, 2018

Grantor: CAYMEN ANTHONY GRAHAM

Grantor Mailing Address: 2411 VERMONT STREET, KLAMATH FALLS, OREGON 97603

Grantee: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Grantee Mailing Address: ATTENTION: SINGLE FAMILY NOTES BRANCH,

451 SEVENTH STREET SW,

WASHINGTON, DC 20410

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Reference Instrument: 2016-002818 Book: Page:



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Tax Parcel No. **R510094**

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 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:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Borrower: CAYMEN ANTHONY GRAHAM

27 JUN 2018

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

This instrument was acknowledged before me on June 27, 2018 by
CAYMEN ANTHONY GRAHAM (name(s) of person(s)).

Kendra A. Trenchard
Notary Public

Print Name: Kendra A. Trenchard

My commission expires July 2, 2018

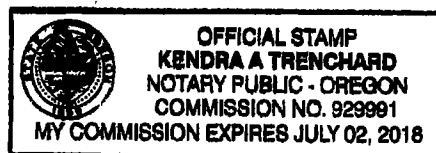


EXHIBIT "A"

PARCEL 1:

A 16 foot road extending along line separating the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, from the W1/2 SE1/4 of said Section 1, said 16 foot road lying Easterly from and adjoining said center line and extending from the Dalles - California Highway Northerly to North line of said SE1/4 of said Section 1, said Township and Range.

PARCEL 2:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West along the West line of the E1/2 SE1/4 of said Section 1, 2129.13 feet; thence East 16.00 feet to a 5/8 inch iron pin; thence continuing East 356.24 feet to a 5/8 inch iron pin being the True Point of Beginning of this description; thence continuing East 248.25 feet, more or less, to a 5/8 inch iron pin in an old fence line on the apparent East line of that tract of land described in Deed Volume M71, page 3540, as recorded in the Klamath County Deed records, and the apparent West line of Piedmont Heights, a duly recorded subdivision; thence Northerly generally along said fence line and its extension 525.36 feet to a 5/8 inch iron pin on the Northerly line of the E1/2 SE1/4; thence South 89° 31' 20" West along said Northerly line 247.08 feet to a 5/8 inch iron pin; thence South 523.30 feet to the True Point of Beginning.

PARCEL 3:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West along the West line of the E1/2 SE1/4 of said Section 1, 2129.13 feet; thence East 16.00 feet to a 5/8 inch iron pin; thence continuing East 356.24 feet to a point; thence North 363.30 to a point which is the True Point of Beginning; thence continuing North 160 feet to the North line of the NE1/4 SE1/4 of said Section 1; thence South 89° 31' 20" West along the North line of said NE1/4 SE1/4 to a point 16 feet East of the NW1/4 corner of

EXHIBIT A

said NE1/4 SE1/4; thence South, 16 feet from and parallel to the West line of said NE1/4 SE1/4, 160 feet to a point; thence North 89° 31' 20" East 361.49 feet to the True Point of Beginning.

PARCEL 4:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West along the West line of the E1/2 SE1/4 of said Section 1, 2129.13 feet; thence East 372.24 feet to a 5/8 inch iron pin marking the True Point of Beginning of this description; thence North 363.30 feet to a point 160.00 feet South of the North line of the E1/2 SE1/4 of said Section 1; thence South 89° 31' 20" West, parallel to said North line, 361.49 feet to a point 16.00 feet East (measured at right angles) to the West line of the said E1/2 SE1/4; thence South 00° 50' 00" East parallel to the West line of said E1/2 SE1/4, 245 feet, more or less, to the Southwesterly high water line of the Enterprise Irrigation District high line canal; thence Southeasterly along said high water line to point that is West of the true point of beginning; thence East 116 feet, more or less, to the true point of beginning, with bearings based on recorded survey no. 1978 as recorded in the Klamath County Surveyor's Office.

PARCEL 5:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point marked by a 5/8 inch iron pin, which is North 00° 50' 00" West 2129.13 feet and East 16.00 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West parallel with and 16.00 feet Easterly, measured at right angles to the West line of the E1/2 SE1/4 of said Section 1, 115 feet, more or less, to the Southwesterly high water line of the Enterprise Irrigation District Highline Canal; thence Southeasterly along said high water line to a point that is East of the point of beginning; thence West 240 feet, more or less, to the point of beginning, with bearings based on recorded survey no. 1978.

PARCEL 6:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point, marked by a 5/8 inch iron pin, which is North 00° 50' 00" West 1929.13 feet and East 16.00 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West parallel with and 16.00 feet Easterly, measured at right angles to the West line of the E1/2 SE1/4 of said Section 1, 200.00 feet to a 5/8 inch iron pin; thence East 604.49 feet to a 5/8 inch iron pin in an old fence line on the apparent East line of that tract of land described in Deed Volume M71, page 3540, as recorded in the Klamath County Deed Records, and the apparent West line of Piedmont Heights, a duly recorded subdivision; thence along said fence line, Southerly 361 feet, more or less, and Westerly 191 feet, more or less, to the West bank of the Enterprise Irrigation District high line canal; thence Northwesterly along said bank 179 feet, more or less, to a 5/8 inch iron pin which is East 330.56 feet from the point of beginning; thence West 330.56 feet to the point of beginning.

PARCEL 7:

A tract of land situated in the E1/2 SE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a 5/8 inch iron pin which is North 00° 50' 00" West 1657.12 feet and North 88° 03' 47" East 16 feet from the Southwest corner of the SE1/4 SE1/4 of said Section 1; thence North 00° 50' 00" West parallel to and 16 feet Easterly, measured at right angles to the West line of the E1/2 SE1/4 of said Section 1, 271.46 feet to a 5/8 inch iron pin; thence East 330.56 feet to a 5/8 inch iron pin on the Westerly bank of the Enterprise Irrigation District Highline Canal; thence Southeasterly along said Westerly bank to the Southerly line of the Easterly portion of that tract of land described in Deed Volume M71, page 3540, as recorded in the Klamath County Deed Records; thence West along said Southerly line to the Easterly line of the Southerly portion of said Deed Volume M71, page 3540; thence South along said Easterly line to a 5/8 inch iron pin which is situated North 88° 03' 47" East 271.11 feet from the point of beginning; thence South 88° 03' 47" West 271.11 feet to the point of beginning.