

2018-010728

Klamath County, Oregon

09/05/2018 09:12:01 AM

Fee: \$117.00

When recorded mail to:

FIRST AMERICAN TITLE

ATTN: JAVIER TONY VARGAS

3 FIRST AMERICAN WAY

SANTA ANA, CA 92707

_____[Space Above This Line for Recording Data]_____

Document Title: PARTIAL CLAIMS MORTGAGE

Document Date: AUGUST 22, 2018

Grantor: DANE T HOPPEZAK

Grantor Mailing Address: 11387 HARPOLD RD, 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: 2009-013933 Book: Page:



This Document Prepared By:
ANDREW BROWN
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Send Tax Statements To:

Tax/Parcel #: R744074

_____ [Space Above This Line for Recording Data] _____

FHA Case No.: 703 431-4849510

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is effective **AUGUST 22, 2018** among the Grantor, **DANE T HOPPEZAK** (herein "borrower"), whose address is **11387 HARPOLD RD, KLAMATH FALLS, OREGON 97603**. The trustee is **ASPEN TITLE & ESCROW** ("Trustee"), whose address is **525 MAIN STREET, KLAMATH FALLS, OR, 97601**. The beneficiary is the **Secretary of Housing and Urban Development**, whose address is 451 Seventh Street Southwest, Washington D.C., 20410-8000 (herein "Lender"). Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **COUNTY of KLAMATH, State of OREGON**, which has the legal description of

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

Which has the Property Address of; **11387 HARPOLD RD, KLAMATH FALLS, OREGON 97603** (herein "Property Address");

Tax ID R744074

Wells Fargo Custom Partial Claims Loan Modification Agreement
05112018_259

708



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property". To Secure to Lender the repayment of the indebtedness evidenced by Borrower's note dated **AUGUST 22, 2018**, and extensions and renewals thereof (herein "Note"), in the principal sum of **SIX THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND 11 CENTS (\$6,737.11)**, with the balance of the indebtedness, if not sooner paid, due and payable on **SEPTEMBER 1, 2044**; the payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 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 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, 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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as 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 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, but not limited to, 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 7 of the Subordinate Note, the Secretary may invoke the non-judicial 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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. **Borrower's Right to Reinstate.** Borrower has no right to reinstate the loan after Lender has accelerated the sums secured hereby. Lender may allow Borrower to reinstate the loan providing that: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or

agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 7 thereof, including, but not limited to, reasonable attorneys' fees and expenses; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owed or claimed by any owner or holder of any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignments or are released by the holder thereof upon payment.
10. **Partial Invalidity.** In event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Security Instrument or in the Note, whether considered separately or together with other charges that are considered
A part of this Security Instrument and Note transaction, violates such law by reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.
11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
12. **Borrower's Authorization for Disclosure of Financial Information.** Borrower hereby authorizes the holder of any mortgage, deed of trust or other encumbrance with a lien that has a priority over this Security Instrument to disclose any financial information requested in writing by the above-named Lender regarding Borrower's loan. Such information may include, but shall not be limited to, the following information: current loan balance, loan status, delinquency notices, tax and insurance receipts, hazard insurance policies and flood insurance policies, and any other information deemed necessary in its sole discretion by Lender.
To the extent the lender may elect to do so, from time to time, the Borrower hereby authorizes Lender to cure wholly or in part any default or failure of performance under the terms of the prior Note and Security Instrument. The Borrower hereby indemnifies and agrees to hold harmless any Lender acting in reliance upon this provision from any and all liability and causes of action arising from

actions taken pursuant to this provision, including, but not limited to, all attorney fees, costs and expenses incurred for any reason. This provision cannot be amended, revoked, superseded, or canceled prior to payment in full of the subordinate debt without the express written consent of the Lender. This provision of the Security Instrument may be continually used from time to time, and shall inure to the benefit of the Lender, its successors and assigns.

13. **Waiver of Notice of Intention and Accelerate.** Borrower waives the right to notice of intention to require payment in full of all sums secured by this Security Instrument except as provided in paragraph 7.
14. Borrower must deliver to Wells Fargo Home Mortgage a properly signed HUD Partial Claim package, which includes, Partial Claims Promissory Note, Subordinate Deed of Trust, Notice of No Oral Agreements, and Errors and Omissions Compliance Agreement by **SEPTEMBER 7, 2018**. If Borrower does not return a properly signed HUD Partial Claim package by this date and make all payments pursuant to the trial plan Agreement or any other required Pre-partial Claim payments, Wells Fargo Home Mortgage may deny or cancel the Partial Claim Agreement. If the Borrower returns a properly signed HUD Partial Claim package by said date, payments pursuant to the Partial Claim Agreement are due as outlined in this HUD Partial Claim package. Wells Fargo Home Mortgage may deny or cancel the Partial Claims Promissory Note if Borrower fails to make the first payment due as outlined in this HUD Partial Claim package.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEED 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 NEXT PAGE, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

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

Dane T Hoppe
DANE T HOPPEZAK

8-25-2018
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF KLAMATH

This instrument was acknowledged before me on August 25, 2018 by DANE T HOPPEZAK (name(s) of person(s)).

Joann R Siebecke
Notary Public

Print Name: JOANN R. SIEBECKE

My commission expires: 6-12-21

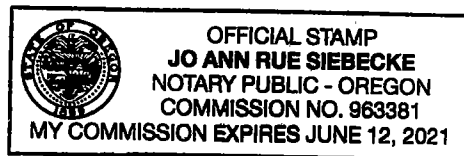


EXHIBIT A

BORROWER(S): DANE T HOPPEZAK

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, and described as follows:

A PARCEL OF LAND SITUATED IN PORTIONS OF GOVERNMENT LOTS 15 AND 16, SECTION 1, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE BONANZA TO MALIN HIGHWAY AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, SAID RIGHT OF WAY LINE BEING 40.0 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTERLINE OF SAID HIGHWAY, FROM WHICH POINT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN BEARS NORTH 18 DEGREES 02' 30" EAST 4809.8 FEET DISTANT, SAID POINT BEING AT THE SOUTHWESTERLY CORNER OF THE BEDFIELD CEMETERY PROPERTY; THENCE SOUTH 86 DEGREES 47' EAST ALONG THE SOUTHERLY BOUNDARY OF SAID CEMETERY 340.0 FEET TO A POINT; THENCE SOUTH 13 DEGREES 58' WEST 822.2 FEET, MORE OR LESS, TO THE SOUTH LINE OF GOVERNMENT LOT 15; THENCE ALONG THE SOUTH LINE OF SAID LOT 15 SOUTH 88 DEGREES 42' WEST 346.3 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE BONANZA TO MALIN HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 13 DEGREES 58' EAST 850.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 11387 HARPOLD RD, KLAMATH FALLS, OREGON 97603

