

2020-004860

Klamath County, Oregon

04/16/2020 11:44:23 AM

Fee: \$112.00

RECORDING COVER SHEET

(Please Print or Type)

This cover sheet has been prepared by the person presenting the attached instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Aldridge Pite, LLP
111 SW Columbia Street, Suite 950
Portland, OR 97201

NAME OF THE TRANSACTION(S): Special Warranty Deed for Recording

DIRECT PART/GRANTOR(S) ORS 205.125(1)(b) and 205.160

Grantor: CIT Bank, N.A.

INDIRECT PARTY/GRANTEE(S) ORS.125(1) and 205.160

Grantee: Federal National Mortgage Association

TRUE AND ACTUAL CONSIDERATION ORS 93.030: The consideration for this conveyance is other value given, as hereby duly recognized between Grantor and Grantee.

SEND TAX STATEMENTS TO:

CIT Bank, N.A.,
C/O Aldridge Pite, LLP
111 SW Columbia Street, Suite 950
Portland, OR 97201

WHEN RECORDED MAIL TO:

Aldridge Pite, LLP
111 SW Columbia Street #950
Portland, OR 97201

WHEN RECORDED MAIL DEED AND TAX

STATEMENTS TO:

CIT BANK, N.A.
C/O Aldridge Pite, LLP
111 SW Columbia Street, Suite 950
Portland, OR 97201

TS No: 001217-000279

Space Above For Recorder's Use

SPECIAL WARRANTY DEED

The true consideration for this conveyance is other value given as hereby duly recognized between Grantor and Grantee.

Grantor: CIT Bank, N.A.

Grantee: Federal National Mortgage Association

Grantor conveys and specially warrants to Grantee the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein:

LOT 93, ODESSA SUMMER HOMESITES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: 22921 Elm St, Klamath Falls, OR 97601 together with all improvements affixed thereto, and subject to rights of redemption and liens, reservations, restrictions, rights, assessments and easements of record.

Compu-Link Corporation, d/b/a Celink as
Attorney-in-Fact for CIT Bank, N.A.,

Dated this 23rd day of March, 2020. By: Matthew Hanchuck

Name: Matthew Hanchuck
Title: Assistant Secretary

STATE OF Michigan }
COUNTY OF Clinton }

On 3-23-2020 before me, Kristina M. Mireles, personally appeared Matthew Hanchuck, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that the same was executed in by their authorized capacity. I certify under penalty of perjury under the laws of the State of Michigan that the foregoing paragraph is true and correct.

(seal)

WITNESS my hand and official seal.

Signature Kristina M. Mireles
Name: Kristina M. Mireles

CRC SPCLWARRYDEED
001217-000279

KRISTINA M. MIRELES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires September 11, 2021
Acting in the County of Clinton

2008-010103
Klamath County, Oregon

07/14/2008 03:24:38 PM

Fee: \$71.00

When Recorded Mail To:
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION,
A SUBSIDIARY OF INDYMAC BANK, F.S.B.
192 TECHNOLOGY PKWY, SUITE 100
NORCROSS, GEORGIA 30092

Send Tax Statements To: _____

[Space Above This Line For Recording Data]

State of Oregon

FHA Case No: _____

**ADJUSTABLE RATE HOME EQUITY
CONVERSION LINE OF CREDIT DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on **JULY 09, 2008**. The grantor is
DON PEDRO COLLEY

Whose address is **22921 ELM STREET,
KLAMATH FALLS, OREGON 97601**
AMERITITLE

("Borrower"). The trustee is

**FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK,
F.S.B.**, which is
organized and existing under the laws of **THE STATE OF DELAWARE**, and whose address is
10860 GOLD CENTER DRIVE, SUITE 400, RANCHO CORDOVA, CALIFORNIA 95670

("Lender"). Borrower has agreed to repay to Lender
amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity
Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to
repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to
adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

BC17: 09/06

Page 1

1st Security Instrument - Recorded

ONE HUNDRED FIFTY SIX THOUSAND AND 00/100 -----

(U.S. \$ 156,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on AUGUST 30, 2088. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

which has the address of

22921 ELM STREET

{Street}

KLAMATH FALLS

{City}

OREGON

{State}

97601

{Zip Code}

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 and that the Property is unencumbered. 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 and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the

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

Don Pedro Colley (Seal)
DON PEDRO COLLEY -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

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STATE OF OREGON

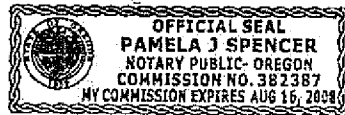
Wlamath COUNTY SS:

On this day personally appeared before me
DON PEDRO COLLEY

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 9th day of JULY, 2009.

My commission expires: 8/16/2008

Pamela J Spencer
Notary Public for Oregon



LEGAL DESCRIPTION

EXHIBIT A

Lot 93, ODESSA SUMMER HOMESITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.