

**2020-011954**

**Klamath County, Oregon**

**09/21/2020 09:53:00 AM**

**Fee: \$122.00**

Recording Requested By/Return To:  
**U.S. BANK FULFILLMENT SERVICES**  
**999 TECH ROW, #200**  
**MADISON HEIGHTS, MICHIGAN 48071**  
**800-365-7900**

Until Further Notice, Send All Tax Statements to:  
**U.S. BANK FULFILLMENT SERVICES**  
**999 TECH ROW, #200**  
**MADISON HEIGHTS, MICHIGAN 48071**

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## **PARTIAL CLAIM DEED OF TRUST**

**GRANTOR/BORROWER: JOSEPH CULLEN AKA JOSEPH F CULLEN AND BRIANA A CULLEN,**  
**HUSBAND AND WIFE** Loan Number 3300128939

**GRANTOR/BORROWER MAILING ADDRESS: 4980 GATEWOOD DR, KLAMATH FALLS,**  
**OREGON 97603-8457**

**GRANTEE: Secretary of the U.S. Department of Housing and Urban Development**

**GRANTEE'S MAILING ADDRESS: U.S. Department of Housing and Urban Development,**  
**Attention: Single Family Notes Branch, 451 7th Street S.W., Washington, DC 20410**

**TRUSTEE: FIDELITY NATIONAL TITLE INSURANCE**

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED: KLAMATH COUNTY DECEMBER 8, 2017**  
**INSTRUMENT NO. 2017-014007**

Version 08\_26\_2020\_17\_36\_09



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## **PARTIAL CLAIM DEED OF TRUST**

FHA Case Number 431-6646929

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on the date of execution. The Mortgagor is JOSEPH CULLEN AKA JOSEPH F CULLEN AND BRIANA A CULLEN, HUSBAND AND WIFE, whose address is 4980 GATEWOOD DRIVE, KLAMATH FALLS, OREGON 97603-0000

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Version 08\_26\_2020\_17\_36\_09

(page 1 of 8)



("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of FIVE THOUSAND THREE HUNDRED THIRTY-THREE AND 24/100THS Dollars (U.S. \$5,333.24). The Trustee under this Security Instrument is FIDELITY NATIONAL TITLE INSURANCE ("Trustee"), whose address is 800 WILLAMETTE STREET, STE. 500 EUGENE, OR 97401.

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 JANUARY 01, 2048.

**Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.**

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 the Trustee, in trust, with the power of sale the following described property located in KLAMATH County, OREGON:

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF KLAMATH, CITY OF KLAMATH FALLS AND STATE OF OREGON, DESCRIBED AS FOLLOWS: LOT 3 IN BLOCK 4 OF TRACT 1035-GATEWOOD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. PARCEL ID: 570741

Tax Parcel No.:

570741

which has the address of 4980 GATEWOOD DRIVE, KLAMATH FALLS, OREGON 97603-0000.



("Property Address").

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 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

**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 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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., 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, in accordance with Paragraph 4 of this Security Instrument, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument as required by applicable law. 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 Paragraph 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 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 in accordance with applicable law. 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 4 of the 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. Lender may charge Borrower for the actual costs and fees of recordation of the release where recordation is the Borrower's responsibility under applicable law. 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 under 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



**Loan Number 3300128939**

successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Unofficial  
Copy



Loan Number 3300128939

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.

Joseph F Cullen  
Borrower - JOSEPH CULLEN AKA JOSEPH F CULLEN

Date: 9, 16, 2020

Briana A. Cullen  
Borrower - BRIANA A CULLEN

Date: 9, 16, 2020

State of OREGON

County of Klamath  
Enter County Here

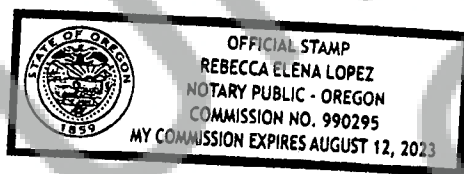
This record was acknowledged before me on Sept. 16, 2020  
by JOSEPH CULLEN AKA JOSEPH F CULLEN and BRIANA A CULLEN.

(Seal, if any)

Rebecca Elena Lopez  
(Signature of notarial officer)

Title or rank: Notary Public

My Commission expires: August 12, 2023





Loan Number 3300128939

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91001215v2.2  
Version 08\_26\_2020\_17\_36\_09

(page 8 of 8)

