

2022-005171

Klamath County, Oregon

04/25/2022 08:31:01 AM

Fee: \$112.00

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: MARCH 31, 2022

Grantor: JOHN E. LAVER, III, MARRIED

Grantor Mailing Address: 4412 WINTER AVE, KLAMATH FALLS, OREGON 97603

Grantee: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

**Grantee Mailing Address: 451 SEVENTH STREET SW,
WASHINGTON, DC 20410**

Legal Description:

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

Reference Instrument: 2017-000570 Book: Page:

This Document Prepared By:
KYNA HUBBARD
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

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

Tax/Parcel #: 3909011BC05900

[Space Above This Line for Recording Data]

FHA Case No.: 703 431-6424938

Loan No: 0504616631

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **MARCH 31, 2022**. The mortgagor is **JOHN E. LAVER, III, MARRIED** ("Borrower"), whose address is **4412 WINTER AVE, KLAMATH FALLS, OREGON 97603**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **TWO THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND 7 CENTS (U.S. \$2,495.07)**. 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 **FEBRUARY 1, 2047**.

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 does hereby mortgage, warrant, grant and convey to the Lender, with power of sale, the following described property located in the County of **KLAMATH**, State of **OREGON**:

which has the address of , **4412 WINTER AVE, KIAMATH FALLS, OREGON 97603** (herein "Property Address");

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

Tax Parcel No. **3909011BC05900**

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 seised 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:

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 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 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.

Unofficial
Copy

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

John E. Laver III
Borrower: JOHN E. LAVER III

4/19/2022
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Clatsop

This instrument was acknowledged before me on April 19, 2022 by
JOHN E. LAVER III (name(s) of person(s)).

Glenda Jean Lundberg
Notary Public

Print Name: Glenda Jean Lundberg

My commission expires: 09/16/2023

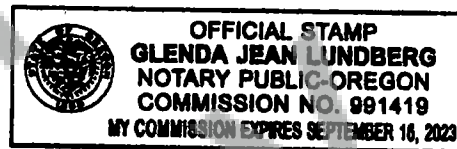


EXHIBIT A

BORROWER(S): JOHN E. LAVER, III, MARRIED

LOAN NUMBER: 0504616631

LEGAL DESCRIPTION:

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

BEGINNING AT A POINT ON THE EAST-WEST QUARTER LINE WHICH LIES NORTH 88 DEGREES 57 MINUTES EAST A DISTANCE OF 747.0 FEET FROM THE IRON AXLE WHICH MARKS THE ONE-QUARTER SECTION CORNER COMMON TO SECTIONS 10 AND 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE:

CONTINUING NORTH 88 DEGREES 57 MINUTES EAST A DISTANCE OF 59.5 FEET ALONG THE EAST-WEST QUARTER LINE; THENCE NORTH 1 DEGREE 12 MINUTES WEST PARALLEL TO THE WEST SECTION LINE OF SAID SECTION 11, A DISTANCE OF 331.4 FEET TO A POINT; THENCE SOUTH 88 DEGREES 57 MINUTES WEST PARALLEL TO THE EAST-WEST QUARTER LINE A DISTANCE OF 59.5 FEET TO A POINT; THENCE SOUTH 1 DEGREE 12 MINUTES EAST A DISTANCE OF 331.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SAID TRACT BEING IN THE SOUTH 1/2 SOUTHWEST 1/4 NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN. THERE IS RESERVED FOR ROAD PURPOSES A STRIP 30 FEET WIDE ALONG THE NORTH SIDE OF THIS TRACT.

ALSO KNOWN AS: 4412 WINTER AVE, KLAMATH FALLS, OREGON 97603