

2022-011271  
Klamath County, Oregon  
09/19/2022 08:27:01 AM  
Fee: \$97.00

When Recorded, Return to:

**Banner Bank**

**Attn: Mortgage Loan Administration**

**10 South 1<sup>st</sup> Avenue**

**Walla Walla, WA 99362**

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## MORTGAGE RECOVERY ADVANCE - MORTGAGE

USDA Borrower ID: 673367065

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on 06/24/2022. The Mortgagor is Brandon Poag-Crozier, whose address is 1209 E PARK ST, GRANTS PASS, Oregon 97527 ("Borrower"). This Security Instrument is given to the United States of America, acting through the Rural Housing Service (and its successors), and whose address is 4300 Goodfellow Blvd, Building 105 E Mail Code FC-225, St Louis, MO 63120-0011 ("Lender"). Borrower owes Lender the principal sum of Four thousand, six hundred forty five and 05/100 Dollars (U.S. \$4,645.05). 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 Maturity Date 05/01/2047. 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 the power of sale the following described property located in JOSEPHINE County, Oregon: which has the address of 1209 E PARK ST, GRANTS PASS, Oregon 97527, ("Property Address") and legal description of:

Real Property In The County Of Josephine, State Of Oregon, Described As Follows: A Part Of Government Lot 7 In Section 20, Township 36 South, Range 5 West Of The Willamette Meridian, Josephine County Oregon, Described As Follows: Beginning At A Point Of Intersection Of The Northerly Right Of Way Line Of The Relocated Pacific Highway With The West Line If Government Lot 8 In Said Section, Which Point Is 1392.2 Feet North Of The Southwest Comer Of Said Lot And Run Thence North Along Said Lot Line, 549.55 Feet; Thence West 20 Feet To The True Point Of Beginning; Thence South 89 Degrees 08 Minutes West 138 Feet; Thence North And Parallel With The West Line Of Government Lot 8, 134 Feet To The South Right Of Way Of Park Street; Thence Southeasterly Along The Southerly Line Of Park Street, 159.25 Feet To A Point Due North Of The Point Of Beginning; Thence South And Parallel With The West Line Of Government Lot 8 To The Point Of Beginning. Property ID: R314666 .

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 any encumbrances or 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 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: USDA, Rural Development

Guaranteed Loan, Attention: Guaranteed Loss Mitigation Section, 4300 Goodfellow Blvd, Building 105 E Mail Code FC-225, St Louis, MO 63120-0011 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.**

If the Lender's interest in this Security Instrument is held by the Agency and the Agency requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Agency 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 in the Act. Nothing in the preceding sentence shall deprive the Agency of any rights otherwise available to a Lender under this paragraph or applicable law.

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.

Witness:

  
\_\_\_\_\_  
Brandon Poag-Crozier - Borrower (Seal)

7/18/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
- Borrower (Seal)

\_\_\_\_\_  
Date

STATE OF Oregon

COUNTY OF Josephine }ss.

On this day personally appeared before me Brandon Poag-Crozier to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18 day of July, 2022.



OFFICIAL SEAL  
CRAIG MARSHALL CARPENTER  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1024939  
MY COMMISSION EXPIRES JUNE 12, 2025

*[Handwritten Signature]*

Printed Name Craig Carpenter

NOTARY PUBLIC in and for the State of Oregon,

residing at 249 NE Terry Ln. Grants Pass OR

My Commission Expires June 12, 2024

Unofficial Copy