

2023-000348

Klamath County, Oregon

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Fee: \$107.00

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When Recorded Mail To:
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3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 570117

_____ [Space Above This Line for Recording Data] _____

FHA/VA/RHS Case No.:

Loan No: (scan barcode)

4640 HOMEDALE ROAD, KLAMATH FALLS, OREGON 97603
(herein "Property Address")

MORTGAGE RECOVERY ADVANCE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **DECEMBER 21, 2022**. The mortgagor is **ARIN A TOTTEN ("Borrower")**, whose address is **4640 HOMEDALE ROAD, KLAMATH FALLS, OREGON 97603**. This Security Instrument is given to the **United States of America, acting through the Rural Housing Service and its successors**, whose address is **4300 Goodfellow Blvd., FC225, St. Louis MO 63120 ("Lender")**. Borrower owes Lender the principal sum of **THIRTEEN THOUSAND NINE HUNDRED THREE DOLLARS AND 51 CENTS Dollars (U.S. \$13,903.51)**. 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, 2042**.

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 , **4640 HOMEDALE ROAD, KLAMATH FALLS, OREGON 97603** (herein "Property Address");

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

Tax ID: 570117

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 **DECEMBER 21, 2022** , and extensions and renewals thereof (herein "Note"), in the principal sum of **THIRTEEN THOUSAND NINE HUNDRED THREE DOLLARS AND 51 CENTS (U.S. \$13,903.51)**, with the balance of the indebtedness, if not sooner paid, due and payable on **FEBRUARY 1, 2042**; 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 contained.

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: USDA/RD/CSC, 4300 Goodfellow Blvd., FC225, St. Louis, MO 63120 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 Lender and the Lender requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Lender 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 Lender of any rights otherwise available to Lender under this paragraph or applicable law.

8. Borrower must deliver to Wells Fargo Home Mortgage a properly signed Mortgage Recovery Advance package, which includes the Mortgage Recovery Advance Promissory Note, Compliance Agreement, Subordinate Mortgage/Deed of Trust, Notice of No Oral Agreements, and Errors and Omissions Compliance

Wells Fargo Custom USDA MRA Loan Modification Agreement
11152022_159



Agreement, by **JANUARY 5, 2023**. If Borrower does not return a properly signed Mortgage Recovery Advance package by this date and make all payments pursuant to the Agreement, Wells Fargo Home Mortgage may deny or cancel the Mortgage Recovery Advance Agreement. If Borrower returns the properly signed Mortgage Recovery Advance package by said date, payments pursuant to the Mortgage Recovery Advance Agreement are due as outlined in this Mortgage Recovery Advance package. Wells Fargo Home Mortgage may deny or cancel the Mortgage Recovery Advance Promissory Note if Borrower fails to make the first payment due as outlined in this Mortgage Recovery Advance package.



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

[Signature] 1-3-23
Borrower: **ARIN A TOTTEN** Date
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

This instrument was acknowledged before me on
3 January 2023 by ARIN A TOTTEN (name(s) of person(s)).

[Signature]
Notary Public

Print Name: MARLA MICHELE HANLON-ABEITA

My commission expires: 3/10/2023



EXHIBIT A

BORROWER(S): ARIN A TOTTEN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON, AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE NW1/4 NE1/4 OF SECTION 14, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WHICH IS ON THE WESTERLY BOUNDARY OF HOMEDALE ROAD AND IS SOUTH ALONG THE WESTERLY BOUNDARY OF HOMEDALE ROAD A DISTANCE OF 260.0 FEET FROM THE INTERSECTION OF THE WESTERLY BOUNDARY OF HOMEDALE ROAD AND THE SOUTHERLY BOUNDARY OF THE USRS DRAIN DITCH RUNNING EAST AND WEST ACROSS THE NORTHERLY PART OF SAID NW1/4 NE1/4 OF SECTION 14, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN; THENCE WEST A DISTANCE OF 660.2 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF KLAMATH PROJECT DRAIN 1-C-1-A-1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID DRAIN A DISTANCE OF 132.0 FEET TO AN IRON PIN; THENCE EAST A DISTANCE OF 660.2 FEET TO AN IRON PIN ON THE WESTERLY BOUNDARY OF HOMEDALE ROAD; THENCE SOUTH ALONG SAID BOUNDARY A DISTANCE OF 132.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF LATERAL CANAL A-3-B.

ALSO KNOWN AS: 4640 HOMEDALE ROAD, KLAMATH FALLS, OREGON 97603

