

**2023-009953**

**Klamath County, Oregon**

11/17/2023 01:01:01 PM

Fee: \$117.00

When recorded mail to:  
CARRINGTON MORTGAGE SERVICES, LLC  
C/O LOSS MITIGATION POST CLOSING DEPARTMENT  
1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A  
ANAHEIM, CA 92806

\_\_\_\_\_ [Space Above This Line for Recording Data] \_\_\_\_\_

Document Title: MORTGAGE RECOVERY ADVANCE

Document Date: SEPTEMBER 29, 2023

Grantor: JOSHUA THOMAS SIMPSON

Grantor Mailing Address: 10808 HIGHWAY 66, KLAMATH FALLS, OREGON 97601

Grantee: UNITED STATES OF AMERICA, ACTING THROUGH THE RURAL HOUSING SERVICE AND ITS  
SUCCESSORS

Grantee Mailing Address: 4300 GOODFELLOW BLVD.,  
FC225, ST.  
LOUIS MO 63120

Legal Description:

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

Reference Instrument: 2022-002171 Book: Page:



4001011263



Louis MO 63120 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND 46 CENTS Dollars (U.S. \$20,535.46). 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 MARCH 1, 2052.

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 , 10808 HIGHWAY 66, KLAMATH FALLS, OREGON 97601 (herein "Property Address");

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

Tax Parcel No. 498544

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: 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

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.

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

[Signature]  
Borrower: JOSHUA THOMAS SIMPSON

10.26.23  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

BORROWER ACKNOWLEDGMENT

STATE OF OREGON  
COUNTY OF Klamath

This instrument was acknowledged before me on October 26, 2023 by  
JOSHUA THOMAS SIMPSON (name(s) of person(s)).

Paige Lynne Basurto  
Notary Public

Print Name: Paige Lynne Basurto

My commission expires: April 3, 2027

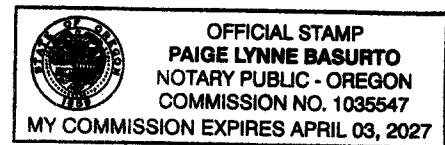


EXHIBIT A

BORROWER(S): JOSHUA THOMAS SIMPSON

LOAN NUMBER: 4001011263

LEGAL DESCRIPTION:

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

BEGINNING AT A POINT ON THE SECTION LINE, FROM WHICH POINT THE QUARTER CORNER COMMON TO SECTIONS 28 AND 33 BEARS WEST A DISTANCE OF 1474.56 FEET; THENCE NORTH 22 DEGREES 53 MINUTES WEST 538.96 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE ASHLAND-KLAMATH FALLS HIGHWAY; THENCE ALONG SAID BOUNDARY NORTH 67 DEGREES 48 MINUTES EAST 152.9 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES EAST 601.75 FEET, MORE OR LESS, TO THE ABOVE MENTIONED SECTION LINE; THENCE WEST ALONG SAID SECTION LINE 166.02 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING IN THE S1/2 SE1/4, SECTION 28, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

ALSO, BEGINNING AT A POINT ON THE SECTION LINE, FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 28 AND 33 BEARS WEST 1475.3 FEET, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED BY C.H. FITZSIMMONS, ET. UX., TO RAY E. BROWNELL AND EVA M. BROWNELL, HUSBAND AND WIFE, BY DEED DATED AUGUST 17, 1943, RECORDED AUGUST 20, 1943 IN VOLUME 158 OF DEEDS, PAGE 16, RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 22 DEGREES 53 MINUTES WEST A DISTANCE OF 536.23 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE KLAMATH FALLS-ASHLAND HIGHWAY; THENCE SOUTH 67 DEGREES 34 MINUTES WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 32.6 FEET, MORE OR LESS, TO ITS INTERSECTION WITH AN OLD ESTABLISHED FENCE LINE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DEEDED TO RAY E. BROWNELL, ET. UX., ABOVE DESCRIBED; THENCE SOUTH 26 DEGREES 26 MINUTES EAST ALONG SAID FENCE LINE, A DISTANCE OF 537.8 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND BEING IN THE S1/2 SE1/4, SECTION 28, TOWNSHIP 39

SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH  
COUNTY, OREGON.

ALSO KNOWN AS: 10808 HIGHWAY 66, KLAMATH FALLS, OREGON 97601