2023-010567
Klamath County, Oregon
12/11/2023 10:46:01 AM
Fee: $117.00

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4795 REGENT BLVD
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Document Title: PARTIAL CLAIMS MORTGAGE

Document Date: OCTOBER 18, 2023

Grantor: KEVIN MICHAEL KENNEL, KEITH ERVIN KENNEL, CINDI LEE KENNEL
Grantor Mailing Address: 2170 OGDEN ST, 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: 2020-001229 Book: Page:

This Document Prepared By:
ELAINA MARTINEZ
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

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Tax/Parcel #: 507491

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FHA Case No.: 4317022091702
Loan No: (scan barcode)

2170 OGDEN ST, KLAMATH FALLS, OREGON 97603
(herein "Property Address")

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **OCTOBER 18, 2023**. The mortgagor is **KEVIN MICHAEL KENNEL, KEITH ERVIN KENNEL, CINDI LEE KENNEL** ("Borrower"), whose address is **2170 OGDEN ST, 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 **SEVEN THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS AND 5 CENTS** (U.S. **$7,471.05**). 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 **FEBRUARY 1, 2050**.

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 , **2170 OGDEN ST, KLAMATH FALLS, OREGON 97603** (herein "Property Address");

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

Tax Parcel No. **507491**

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.

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

Keith Ervin Kennel 12/5/2023

Borrower: **KEITH ERVIN KENNEL** **Date**

Cindi Lee Kennel 12/5/2023

Borrower: **CINDI LEE KENNEL** **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Greene

This instrument was acknowledged before me on 12-05-23 by **KEITH ERVIN KENNEL, CINDI LEE KENNEL** (name(s) of person(s)).

Jordan Kay Floyd
Notary Public

Print Name: Jordan kay Floyd

My commission expires: Mar 14, 2027

JORDAN KAY FLOYD
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Mar. 14, 2027
Commission #23554207

EXHIBIT A

BORROWER(S): KEVIN MICHAEL KENNEL, KEITH ERVIN KENNEL, CINDI LEE KENNEL

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

A parcel of land being a portion of the SW1/4 NW1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 660 feet East and 462 feet North of an iron pin driven into the ground near the Southwest corner of the NW 1/4 of Section 1, in Township 39 South Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor, which iron pin is 30 feet East of the Center of a roadway intersecting the Dalles-California Highway from the North, and 30 feet North of the center of said Highway; thence West 330 feet; thence North 132 feet; thence East 330 feet; thence South 132 feet to the place of beginning.

ALSO KNOWN AS: 2170 OGDEN ST, KLAMATH FALLS, OREGON 97603

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

K Michael K | 11-27-2023
Borrower: **KEVIN MICHAEL KENNEL** | **Date**

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath

This instrument was acknowledged before me on 11-27-23 by **KEVIN MICHAEL KENNEL** (name(s) of person(s)).

S. Lintner
Notary Public

Print Name: Stephanie Lintner

My commission expires: 2-26-27

OFFICIAL STAMP
STEPHANIE LINTNER
NOTARY PUBLIC - OREGON
COMMISSION NO. 1033864
MY COMMISSION EXPIRES FEBRUARY 26, 2027