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Document Title: PARTIAL CLAIMS MORTGAGE

Document Date: DECEMBER 14, 2023

Grantor: RAYCHARLES D BENTLEY

Grantor Mailing Address: 1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601

Grantee: SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Grantee Mailing Address: ATTENTION: SINGLE FAMILY NOTES BRANCH,
451 SEVENTH STREET SW,
WASHINGTON, DC 20410

Legal Description:

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

Reference Instrument: 2016-006704 Book: Page:



This Document Prepared By:

**CHRISTI SANDERS
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118**

When Recorded Mail To:

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Tax/Parcel #: 892426

_____[Space Above This Line for Recording Data]_____
FHA Case No.: 4316281860703
Loan No: (scan barcode)

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **DECEMBER 14, 2023**. The mortgagor is **RAYCHARLES D BENTLEY** ("Borrower"), whose address is **1693 SISKIYOU STREET, KLAMATH FALLS, OR 97601**. 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 **NINE HUNDRED TWENTY-NINE DOLLARS AND 59 CENTS (U.S. \$929.59)**. 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 **JANUARY 1, 2064**.

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 , **1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601** (herein "Property Address");

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

HUD-HAMP 11202023_356



Tax Parcel No. 892426

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.

RB
Borrower: **RAYCHARLES D BENTLEY**

12.17.23
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF Klamath

This instrument was acknowledged before me on December 19, 2023 (date) by
RAYCHARLES D BENTLEY (name(s) of person(s)).

_____ This notarial act involved the use of communication technology.

Rebecca Lynn Mackey
Notary Public (signature)

Notary Printed Name: Rebecca Lynn Mackey

My commission expires: 02/18/24

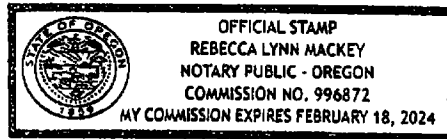


EXHIBIT A

BORROWER(S): RAYCHARLES D BENTLEY

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOTS 6 AND 7, BLOCK 61 OF BUENA VISTA ADDITION, SITUATED IN THE SW 1/4 NW 1/4 OF SECTION 29, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 6, FROM WHICH THE NORTHEAST CORNER OF LOT 4, BLOCK 61 BEARS NORTH 00 DEGREES 48 MINUTES 00 SECONDS WEST 145.13 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID LOTS 6 AND 7, 129.30 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE U.S.B.R. "A" CANAL TUNNEL RIGHT OF WAY; THENCE NORTH 51 DEGREES 22 MINUTES 03 SECONDS WEST, ALONG THE SAID TUNNEL RIGHT OF WAY LINE, 157.71 FEET TO A POINT ON THE ADJUSTED LINE; THENCE, ALONG THE SAID ADJUSTED LINE, SOUTH 89 DEGREES 30 MINUTES 01 SECOND EAST 46.07 FEET, NORTH 00 DEGREES 29 MINUTES 59 SECONDS EAST 30.19 FEET AND NORTH 89 DEGREES 12 MINUTES 00 SECONDS EAST 75.06 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 1693 SISKIYOU STREET, KLAMATH FALLS, OREGON 97601

